

Memorandum



Date: June 5, 2007

Agenda Item No. 8(M)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burges
County Manager

A handwritten signature in black ink, appearing to read "G. Burges", written over the printed name of the County Manager.

Subject: Interlocal Agreement with City of Miami Gardens to Transfer Balance of Quality
Neighborhood Improvement Program Funding for Completion of Park Projects

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution amending Resolution R-180-04 to include the approval of an Interlocal Agreement (Attachment 1) with the City for the transfer of QNIP funds in an amount not to exceed \$1,725,636, for the construction/renovation of park projects within Brentwood, Buccaneer, Bunche, Carol City Community Center and Miami Carol City Parks (Exhibit A of Attachment 1) and that the Board approve such Interlocal Agreement.

Scope

The transfer of the QNIP funding will impact the City, which is located in Miami-Dade County (County) Commission District 1.

Fiscal Impact/Funding Source

The QNIP funding was previously allocated to the Park and Recreation Department benefiting parks which are now City property. The transfer of this funding will not impact any other park projects.

Track Record/Monitor

Upon award of the QNIP funds to the City, the Management and Budget Division of the Park and Recreation Department will be responsible for monitoring the interlocal agreement.

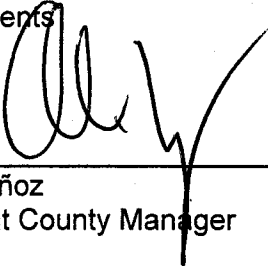
Background

The QNIP funding was allocated to parks within Commission District 1 prior to the incorporation of the City. As part of the bond issuance, the Park and Recreation Department (Department) planned several projects within those parks. After the City incorporated, the Board passed Resolution R-180-04 (Attachment 2) authorizing the allocation of QNIP funds for City projects. At that time, the City agreed that the Department would continue the projects underway at the parks listed in Exhibit B of the interlocal agreement. Additionally, the City would complete any projects not started by the Department. The

QNIP funding amounts listed in the original Resolution (R-180-04) were correct, however the project list included projects not funded through QNIP but through Safe Neighborhood Parks (SNP) funding. The SNP is allocated to the City through a sub-grant agreement authorized by the Board on May 3, 2005 (R-497-05) (Attachment 3). This item modifies Resolution R-180-04 by revising the project list of pending and completed projects and includes an interlocal agreement passed by the City at their February 14, 2007 Council Meeting.

The QNIP bond issuance is being paid through utility taxes. When the QNIP bonds were issued the taxes pledged to the debt service included the revenues now attributable to the City. As a condition of incorporation, the City is paying its share of the debt service on the QNIP bonds. The funding being transferred to the City can only be used at the locations designated in Exhibit A.

Attachments

A handwritten signature in black ink, appearing to read 'Alex Muñoz', is written over a horizontal line.

Alex Muñoz
Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg
County Attorney

A handwritten signature in black ink, appearing to read "Murray A. Greenberg", is written over the printed name of the County Attorney.

SUBJECT: Agenda Item No. 8(M)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(M)(1)(A)

06-05-07

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION R-180-04 TO INCLUDE AN INTERLOCAL AGREEMENT WITH CITY OF MIAMI GARDENS TO TRANSFER QNIP FUNDS IN AN AMOUNT NOT TO EXCEED \$1,725,636 FOR VARIOUS PARK CONSTRUCTION/RENOVATIONS AT BRENTWOOD, BUCCANEER, BUNCHE, CAROL CITY COMMUNITY CENTER, AND MIAMI CAROL CITY PARK AND APPROVING SUCH INTERLOCAL AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby amends Resolution R-180-04 to include an Interlocal Agreement between Miami-Dade County and the City of Miami Gardens for the transfer of QNIP funds in an amount not to exceed \$1,725,636 for various park construction/renovations at Brentwood, Buccaneer, Bunche, Carol City Community Center, and Miami Carol City Parks and approves such Interlocal Agreement in substantially the form attached hereto and made a part thereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

4

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MR

Monica Rizo

5

INTERLOCAL AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND CITY OF MIAMI GARDENS
FOR DISTRIBUTION OF QUALITY NEIGHBORHOOD IMPROVEMENT FUNDS
(QNIP)

This Agreement, made this _____ day of _____, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") located at 111 N.W. 1st Street, Miami, FL 33128-1912, and the City of Miami Gardens having offices at 1515 N.W. 167th Street, Miami Gardens, FL 33169 (hereinafter referred to as "City").

WHEREAS, the unincorporated portion of District 1 which comprises the incorporated City of Miami Gardens, Florida was given commitments prior to incorporation as projects to be funded in whole or in part in such portion of District 1 from the proceeds of the County's Public Service Tax Revenue Bonds (UMSA Public Improvements), Series 1999 and Public Service Tax Revenue Bonds (UMSA Public Improvements), Series 2002 (the "County Bonds"); and

WHEREAS, Miami-Dade County Resolution 180-04 authorized allocation of QNIP monies for certain projects within the City and authorized the County Manager to negotiate and execute all necessary contract documents with the City, and

WHEREAS, the Miami-Dade County Park and Recreation Department has worked with the City to complete as many projects as financially feasible,

WHEREAS, the City has requested that the remaining balance in the QNIP fund for Parks related projects be disbursed to the City for use on parks projects until the amount is depleted,

NOW THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

- I. **AMOUNT PAYABLE.** The County agrees to disburse to the City an amount not to exceed \$1,725,636 to fund, in whole or in part, the construction or rehabilitation of park projects within the parks in the List of Proposed Project Locations in Exhibit A. It is expressly understood that the County shall not be responsible for any costs in excess of \$1,725,636 incurred in the construction/renovation of park projects within the parks in Exhibit A. The City shall be responsible for the construction or rehabilitation of park projects within the parks in Exhibit A.

The parties agree that Exhibit B discloses the projects within the City that were constructed or rehabilitated in whole or in part with QNIP dollars by the County.

- II. **SCOPE OF SERVICES.** The City agrees to only use these funds for the construction/renovation of those projects provided in the List of Proposed Project Locations, which is incorporated herein and attached hereto as Exhibit A.

- III. **EFFECTIVE TERM.** The effective term of this Agreement shall be from _____, 2007 to _____, 2007.

IV. INDEMNIFICATION BY CITY.

A. Government Entity. City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense and appeal, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by City or its employees, agents, servants, partners, principals or subcontractors or any other third party. City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, the indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes.

B. Term of Indemnification. The provisions of this section of indemnification shall survive the expiration or termination of this Agreement.

V. **NOTICES.** It is understood and agreed between the parties that any written notice delivered hereunder, when addresses and mailed or delivered to the parties at the following addresses is sufficiently delivered:

City: City of Miami Gardens
1515 N.W. 167th Street, Bldg. 5
Miami Gardens, FL 33169

Copy To: Sonja K. Dickens, Esq., City Attorney
c/o James C. Brady & Associates
501 Northeast 8th Street
Fort Lauderdale, FL 33304

County: Sarah Ingle, Assistant Director
Incorporation and Annexation
Office of Strategic Business Management
111 N.W. 1st Street, 22nd Floor
Miami, FL 33128

VI. **AUTONOMY.** Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the City is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the City's agents and employees are not agents, employees nor is the City an instrumentality of the County.

VII. BREACH OF AGREEMENT: COUNTY REMEDIES.

A. Breach. A breach by the City shall have occurred under this Agreement if (1) the City uses the County funds allocated under this Agreement ineffectively, improperly, and/or for any purpose other than the construction or renovation of parks projects as listed in the Exhibit A; (2) the City refuses to allow the County access to records relating to this contract and the construction/renovation of parks projects; (3) the City attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (4) the City fails to fulfill in a proper manner any and all of its obligations,

covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. County Remedies. If the City breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the City shall reimburse the County for all County funds allocated to the City under this agreement. The City shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

3. The County may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The City shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. Any other remedy available at law or equity.

C. Damages Sustained. Notwithstanding the above, the City shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The City shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

VIII. TERMINATION BY EITHER PARTY. Both parties agree that this Agreement may be terminated for cause by either party hereto by written notice to the other party of such intent to terminate at least five (5) days prior to the effective date of such termination.

IX. PAYMENT PROCEDURES. The County agrees to pay the City for services rendered under this Agreement based on the procedures outlined below:

A. Upon approval of this Agreement by the Miami-Dade County Board of County Commissioners, the City Manager shall submit a letter to the Assistant Director, Incorporation and Annexation Unit, Office of Strategic Business Management requesting the payment of the total approved funding, \$1,725,636, to be released to the City solely for the purposes stated herein.

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor to any City agreements entered into hereunder.

X. USE OF FUNDS

A. City shall only use County funds for the construction/renovation of park projects described in Exhibit A. It is expressly understood that County funds shall not be used in any way at any other City owned facilities. In the event the County in its sole discretion determines the City has used funds in a manner that is not authorized by this Agreement, the City agrees to reimburse the County in full for any amounts used by the City in a manner not authorized by this Agreement.

B. Adverse Actions or Proceeding. The City shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The City shall not utilize County funds to provide legal representation, advice or counsel or any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

C. Religious Purposes. County funds shall not be used for religious purposes.

XI. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County Agreements throughout the duration of each Agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total Agreement amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the City, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the City from the Inspector General or Independent Private sector Inspector General (IPSIG) retained by the Inspector General, the City shall make all requested records and documents solely related to this Agreement available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the City's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Agreement, including, but not limited to original estimate files, worksheets, proposals and Agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the City, its officers, agents, employees, subcontractors and suppliers. The City shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the City in connection with the performance of this Agreement.

XII. MISCELLANEOUS

A. Publicity. It is understood and agreed between the parties hereto that the park projects in Exhibits A & B are funded in whole or in part by Miami-Dade County. Further, by the acceptance of these funds, the City recognizes the County as the funding source of the construction or rehabilitation of the projects listed in Exhibit B and the City recognizes the County as a funding source of the construction and rehabilitation of the list of proposed projects in the locations listed in Exhibit A. The City shall ensure that all publicity, public relations, advertisements and signs recognize the County for the support of the listed projects.

This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is a funding source.

B. Agreement Guidelines. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

C. The County Manager is authorized to make modifications to this Agreement on behalf of the County.

D. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

E. Totality of Agreement/Severability of Provisions. This eight (8) page Agreement with its recitals on the first page of the Agreement and with its Exhibits as referenced below contain all the terms and conditions agreed upon by the parties. It is expressly agreed that this agreement supersedes any other interlocal agreement relating to the use of QNIP funds between Miami-Dade County and the City of Miami Gardens.

Exhibit A:	List of Proposed Projects
Exhibit B:	List of Previously Completed Projects

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

Attest:

CITY OF MIAMI GARDENS
a municipal corporation

By: Ronetta Taylor
Ronetta Taylor
City Clerk

By: Shirley Gibson
Shirley Gibson
City Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
City Attorney

MIAMI-DADE COUNTY
A political subdivision of the State of Florida

By it's Board of County Commissioners:

By: _____
County Manager

ATTEST:
HARVEY RUVIN, CLERK

By: _____
County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By _____
County Attorney

Exhibit A:
List of Proposed Project Locations

BRENTWOOD PARK
BUCCANEER PARK
BUNCHE PARK
MIAMI CAROL CITY PARK
CAROL CITY COMMUNITY CENTER PARK
CAROL CITY COMMUNITY CENTER PARK
MIAMI CAROL CITY PARK

Exhibit B:
List of Previously Completed Projects

MYRTLE GROVE PARK	Security Lighting
MYRTLE GROVE PARK	Playground
NORWOOD PARK	Sign Replacement
RISCO PARK	Sign Replacement
ANDOVER PARK	B-ball Court resurfacing
ANDOVER PARK	Playground, landscaping, walkway
ANDOVER PARK	Water fountain
BRENTWOOD PARK	Field Center & lighted parking lot
BRENTWOOD PARK	Park Sign
BUCCANEER PARK	Access control
BUNCHE PARK	Security lighting
CAROL PARK	Recreation Center
VISTA VERDE	Sign Replacement

Approved _____ Mayor
 Veto _____
 Override _____

Agenda Item No. 10(A)(1)
 2-3-04

OFFICIAL FILE COPY
 CLERK OF THE BOARD
 OF COUNTY COMMISSIONERS
 DADE COUNTY, FLORIDA

RESOLUTION NO. R-180-04

RESOLUTION AUTHORIZING ALLOCATION OF QNIP
 MONIES FOR CERTAIN PROJECTS WITHIN THE CITY OF
 MIAMI GARDENS AND AUTHORIZING THE COUNTY
 MANAGER TO NEGOTIATE AND EXECUTE ALL
 NECESSARY CONTRACT DOCUMENTS WITH THE CITY
 OF MIAMI GARDENS

WHEREAS, the unincorporated portion of District 1 which comprises the newly incorporated City of Miami Gardens, Florida (the "City") was given commitments prior to incorporation as to projects to be funded in whole or in part in such portion of District 1 from the proceeds of the County's Public Service Tax Revenue Bonds (UMSA Public Improvements), Series 1999 and Public Service Tax Revenue Bonds (UMSA Public Improvements), Series 2002 (the "County Bonds"); and

WHEREAS, the City as a condition of incorporation has agreed to continue paying its share of the debt service on the County Bonds issued prior to its incorporation; and

WHEREAS, this Board believes that since such projects were approved prior to incorporation of the City and the City will continue to pay its share of the debt service on the County Bonds issued to finance the projects funded by the County Bonds, the City should receive the funding so approved,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
 COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,

Section 1. Certain QNIP monies derived from County Bonds proceeds shall be remitted to the City of Miami Gardens for projects identified in Attachment A.

Section 2. Any uses of these QNIP funds that are not specified in Attachment A shall be proposed by the City to the District Commissioner for consideration by the Board of County Commissioners.

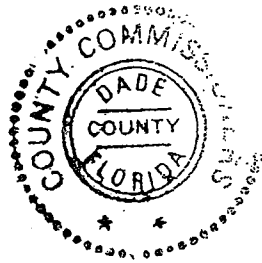
Section 3. The County Manager is authorized to negotiate and execute a contract with the City for disbursement and monitoring of these QNIP funds. The Contract shall specify that up to 25 percent of the QNIP funds may be advanced to the City prior to award of a construction contract.

Section 4. This resolution shall not be deemed to cause other municipalities within the County to receive "Favored Nation" treatment with respect to the matters contained herein.

The foregoing resolution was sponsored by Commissioner Betty T. Ferguson and offered by Commissioner **Dorrian D. Rolle**, who moved its adoption. The motion was seconded by Commissioner **Dr. Barbara Carey-Shuler** and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	aye
Katy Sorenson, Vice-Chairperson	absent
Bruno A. Barreiro	aye
Betty T. Ferguson	aye
Joe A. Martinez	aye
Dennis C. Moss	aye
Natacha Seijas	aye
Sen. Javier D. Souto	aye
Jose "Pepe" Diaz	absent
Sally A. Heyman	aye
Jimmy L. Morales	aye
Dorrian D. Rolle	aye
Rebeca Sosa	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "HWW", written over a horizontal line.

Howard W. Whitaker

By: **KAY SULLIVAN**
Deputy Clerk

Name	Parks Scope
BRENTWOOD PARK	Field Center & lighted parking lot
BRENTWOOD PARK	Access control
BRENTWOOD PARK	Fields & Courts
BRENTWOOD POOL	40 year building recertification
BUCCANEER PARK	Shelters
BUNCHE PARK	Park sewer connection
BUNCHE PARK	Recreation Center Renovation
BUNCHE PARK	Playground
BUNCHE PARK	Electrical safety upgrades
BUNCHE PARK	Future SNP funds - to be allocated
BUNCHE POOL	No active projects in progress
CAROL CITY COMMUNITY CENTER PARK	Community Center Building
CAROL CITY COMMUNITY CENTER PARK	Running Track
CAROL PARK	Recreation Center
CLOVERLEAF PARK	N/A
LAKE LUCERNE PARK	Shelter
LAKE LUCERNE PARK	Sewer connection
MIAMI CAROL CITY PARK	Recreation Center & Lighting
MIAMI CAROL CITY PARK	Replace playground equipment
MYRTLE GROVE PARK & POOL	Recreation Center
MYRTLE GROVE PARK & POOL	Electrical safety upgrades; 40 year recertification
NORTH DADE OPTIMISTS CLUB	Recreation Center (CBO project)
NORWOOD PARK & POOL	Recreation Center Renovation
NORWOOD PARK & POOL	Splash Pool addition
NORWOOD PARK & POOL	40 year recertification
ROLLING OAKS PARK	Recreation Center, Fields, Parking, Pathways
ROLLING OAKS PARK	Electrical safety upgrades
ROLLING OAKS PARK	Sewer connection
ROLLING OAKS PARK	Future SNP funds - to be allocated
SCOTT PARK	Security Lighting
SCOTT PARK	Recreation Center & sewer connection
VISTA VERDE	Electrical safety upgrades
	Parks
	\$2,737,653

Drainage	
NW 32 Ave from NW 199 St to NW 191 St	
Starlight Development, Ph2 (NW 207 Dr-200 St from NW 39 Ct - 44 Ct)	
NW 183-200 St & NW 12-14 Ave	
NW 19 Ave from NW 183 St to SR826	
NW 185-191 St & NW 44-47 Ave (King Gardens)	
NW 203 St to NW 199 St from NW 32 Ave to NW 28 Ave	
Drainage	\$1,255,095

Resurfacing	
NW 183 St to NW 167 St & NW 17 Ave to NW 7 Ave	
NW 183 St to NW 199 St & NW 17 Ave to NW 27 Ave	
Resurfacing	\$1,369,500

Sidewalk	
NW 27 Ave to NW 29 Ave & NW 159 St to NW 163 St Part C)	
NW 163 St - Palmetto Feeder & NW 27 Ave to NW 29 Ave (Part E)	
Sidewalk	\$247,340

16

MEMORANDUM

Agenda Item No. 10(A)(1)


TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: February 3, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Resolution relating to QNIP
monies

The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Betty T. Ferguson.


for: Robert A. Ginsburg
County Attorney

RAG/jls

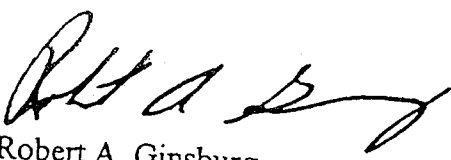


MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: February 3, 2004

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
 Veto _____
 Override _____

Agenda Item No. 8(M)(1)(F)
 05-03-05

**OFFICIAL FILE COPY
 CLERK OF THE BOARD
 OF COUNTY COMMISSIONERS
 DADE COUNTY, FLORIDA**

RESOLUTION NO. R-497-05

**RESOLUTION AUTHORIZING THE COUNTY
 MANAGER TO EXECUTE A SUBGRANT AGREEMENT
 WITH THE CITY OF MIAMI GARDENS FOR SIX
 GRANTS FROM THE 2001 AND 2002 SAFE
 NEIGHBORHOOD PARKS BOND PROGRAM**

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute a subgrant agreement with the City of Miami Gardens, substantially in the form attached hereto and made part hereof, subject to proper execution by all parties and review by the County Attorney's Office, and further authorizes the Manager to exercise the cancellation provisions contained therein.

The forgoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez, and upon being put to a vote, the vote was as follows:

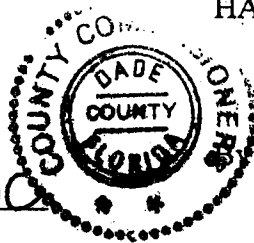
Joe A. Martinez, Chairman	aye		
Dennis C. Moss, Vice-Chairman	absent		
Bruno A. Barreiro	absent	Dr. Barbara Carey-Shuler	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. DDC



KAY SULLIVAN

Deputy Clerk

Diamela Del Castillo

Memorandum



Date: May 3, 2005

To: Honorable Chairman Joe A. Martinez and Members
Board of County Commissioners

Agenda Item No. 8(M)(1)(F)

From: 
George M. Burgess
County Manager

Subject: Subgrant Agreement With the City of Miami Gardens for the Distribution of SNP
Series 2001 and 2002 Funds

RECOMMENDATION

It is recommended that the Board authorize the County Manager to execute a subgrant agreement with the City of Miami Gardens. This agreement will allow \$1,102,290 in remaining funds previously granted to the County from Series 2001 and Series 2002 Safe Neighborhood Parks Grants to be used by the City to continue the development of the six (6) parks funded by the grants in the City of Miami Gardens.

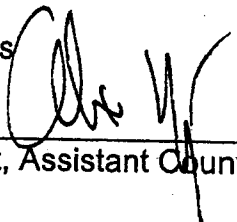
BACKGROUND

On July 27, 2004, the Board authorized Resolution No. R-982-04 conveying fifteen (15) Miami-Dade Parks within the municipal boundaries of the City of Miami Gardens. The County through the Park and Recreation Department would like to subgrant funds to the City of Miami Gardens specifically for use at these parks as authorized by the SNP Grants. The funds to be subgranted, not to exceed \$1,102,290, come from SNP Series 2001 and SNP Series 2002 grants as follows:

SNP Series 2001	Fund Balance	SNP Series 2002	Fund Balance
Scott Park	\$245,723	Bunche Park	\$ 42,075
		Carol City YES Center, Phase I	\$460,342
		Myrtle Grove Park, Phase I	\$ 84,150
		Norwood Park, Phase II	\$ 70,000
		Rolling Oaks Park, Phase I	\$200,000
Total	\$245,723	Total	\$856,567

Authorization to execute this specific subgrant agreement with the City is needed to access an amount not to exceed \$1,102,290 of the allocated SNP bond funds specifically designated in the two SNP Bond Series to reimburse the City of Miami Gardens for pre-existing and other costs associated with the scopes of work for the six grants.

Attachments


Alex Munoz, Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: May 3, 2005

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 8(M)(1)(F)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

**SUBGRANT AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
CITY OF MIAMI GARDENS**

WHEREAS, MIAMI-DADE COUNTY a political subdivision of the State of Florida through its Park and Recreation Department located at 275 NW 2 Street, Miami, Florida 33128, hereinafter referred to as "County" desire to enter into a Subgrant Agreement with the CITY OF MIAMI GARDENS a, political subdivision of the State of Florida located at 1515 NW 167 Street, Building 5, Suite 200, Miami Gardens, Florida 33169, hereinafter referred to as the "City."

WHEREAS, pursuant to Resolution R-982-04 the County conveyed fifteen (15) parks located in the City of Miami Gardens to the City of Miami Gardens; and

WHEREAS, on July 16, 1996, the Board enacted Ordinance No. 96-115 authorizing the issuance of \$200 million in general obligation bonds for parks projects and on November 5, 1996, a majority of those voting approved the bond program; and

WHEREAS, section 3(a)(1)(ii) and section 3(a)(2) of Ordinance No. 96-115, Grants for Specific Projects to municipalities and UMMA allocated funds to the Department for park development, improvements, rehabilitation, restoration or acquisition of real property for parks including the parks within the City of Miami Gardens; and

WHEREAS, the Safe Neighborhood Parks 2001 and 2002 bond series allocated a total of six (6) grants for a combined total of \$1,309,065 specifically for the continued design and development of the six (6) parks. NOTE: The actual available balance to be expended under the grants is \$1,102,290.

NOW, THEREFORE, pursuant to County Commission action on July 10, 2001, Resolution R-808-01 and on September 24, 2002, Resolution No. R-1033-02, which specifically authorized the County Manager to execute such grant agreements, subgrant agreements and other required contracts and documents, to expend 2001 and 2002 Safe Neighborhood Parks bond funds received for the purpose described in the funding request, and in consideration of the mutual agreements contained herein, the parties named above agree as follows:

I. MIAMI-DADE COUNTY AGREES:

1. To provide an amount not to exceed \$1,102,290 to the City of Miami Gardens for the purpose of continued design and development of six (6) parks located in Miami Gardens, Florida, and in accordance with the attached Grant Application Budget Forms as amended and summary sheet, incorporated herein as Attachment 5, subject to the following conditions.

a. Miami-Dade County shall only be obligated to reimburse the City provided the City is not in breach of this agreement

2. The County shall serve merely as a pass-through of any funds available from the Safe Neighborhood Parks bond issue as authorized through grant agreements with the Miami-Dade County Office of Safe Neighborhood Parks, incorporated herein as Attachment 3 and Attachment 4, and as amended. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the Office of Safe Neighborhood Parks for the specific purpose. The City shall be solely responsible for submitting all documentation as required by the Administrative Rules For Specified Project Grant and Per Capita Allocation Programs incorporated herein as Attachment 1, to the Office of Safe Neighborhood Parks through the Miami-Dade Park and Recreation Department for this purpose.

II. THE CITY AGREES:

1. The City shall a) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, b) keep the parks open and accessible to the public without discrimination as to race, color, gender, age religious belief, residence, national origin, marital status, or disability.

2. To render services in accordance with the scope of service approved by the Office of Safe Neighborhood Parks incorporated herein, and that all expenditures or costs shall be made in accordance with the budget, which is incorporated herein and attached hereto as Attachment 5.

3. To accept and comply with those responsibilities assigned; in Sections I through XV of the attached 2001 and 2002 Safe Neighborhood Parks Grant Agreements between the County and the Office of Safe Neighborhood Parks incorporated herein as Attachment 3 and Attachment 4, as amended, and; applicable laws, codes, regulations and generally for the implementation and execution of responsibilities under the Agreement.

4. To permit upon request, authorized representatives of the County to inspect and audit all books, records, documents and other supporting data and documentation relating to the grant. These rights of audit shall extend for a period of three (3) years following final payment under this Agreement.

5. To adhere to and be governed by all applicable County ordinances, as well as state and federal laws which may have bearing on this Agreement.

III. INDEMNIFICATION AND HOLD HARMLESS:

It is expressly understood and intended that the City is only a recipient of funding support and is not an agent of the County.

The City shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, related to or resulting from the performance of this Agreement by the City

or its employees, agents, servants, partners, principals or subcontractors. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the City shall not be held liable to pay personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments or paid by the City arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the City.

IV. NOTICES:

It is understood and agreed between the parties that written notice addressed to the County and mailed (certified/return receipt) or delivered to the address appearing on page one (1) of the Agreement and written notice written to the City and mailed (certified/return receipt) or delivered to the City Manager at 1515 N.W 167 Street, Building 5, suite 200, Miami Gardens, Florida 33169, shall constitute sufficient notice to either party.

V. TOTALITY OF AGREEMENT:

This ___ page Agreement with its recitals on the first page of the agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by both parties:

- Attachment 1: Administrative Rules For Specified Project Grant and Per Capita Allocation Programs
- Attachment 2: Safe Neighborhood Parks Ordinance (96-115)
- Attachment 3: Safe Neighborhood Parks 2001 Grant Agreement between the County the Office of Safe Neighborhood Parks
- Attachment 4: Safe Neighborhood Parks 2002 Grant Agreement between the County the Office of Safe Neighborhood Parks, and
- Attachment 5: Approved Project Grants Applications Budgets Forms (as amended) and Summary Sheet

IN WITNESS WHEREOF, Miami-Dade County and the City of Miami Gardens have entered into this cooperative Agreement on the ___ day of _____, 2005

CITY OF MIAMI GARDENS

By: _____

Attest:

By: _____

Title: _____

Approved as to Form and Legality:

Grantee Attorney

Risk Management Review:

MIAMI-DADE COUNTY

By: _____

George M. Burgess
County Manager

By: _____

Title: _____

Grantor Attorney

SAFE NEIGHBORHOOD PARKS BOND PROGRAM ADMINISTRATIVE RULES

**SPECIFIED PROJECT GRANTS
PER CAPITA ALLOCATION PROGRAMS
CHALLENGE GRANTS
INTEREST EARNINGS GRANTS**

SECTION 1. BACKGROUND

These administrative rules govern the implementation of the Safe Neighborhood Parks Ordinance No. 96-115 (the "Ordinance"). In accordance with Section 5(b)(4) of the Ordinance, the original rules were prepared and adopted by the Citizens' Oversight Committee defined in the Ordinance (the "Committee") following public workshops held throughout the County and subsequent revisions adopted by the MAAR Subcommittee.

SECTION 2. SCOPE

These administrative rules have been prepared to address those programs identified in the Ordinance as "Municipal per capita allocation and direct grants for specific projects", as more particularly defined in Section 3(a) of the Ordinance, the "Grants for Specific Regional Projects", as more particularly defined in Section 3(b) of the Ordinance, and "Challenge Grants", as more particularly defined in Section 3(c) of the Ordinance (collectively, the "Covered Projects") and Interest Earnings Grants.

SECTION 3. GENERAL

Miami-Dade County administers all programs established under the Ordinance.

Grant Recipients for Covered Projects are required to follow these administrative rules. Failure to do so may lead to disqualification.

Additional administrative rules and/or application materials may be obtained by contacting the Office of Safe Neighborhood Parks. All inquiries, correspondence and Grant Applications should be addressed to:

Citizens' Oversight Committee
Office of Safe Neighborhood Parks
Miami-Dade County
10710 SW 211th Street
Room 109
Miami, Florida 33189
Attention: Beverly N. Mirman, D.P.A.

8 27

SECTION 4. DEFINITIONS

The following is a list of terms and definitions that are used in these administrative rules:

"Acquisition" means the act of obtaining real property or interests and rights in real property by various legal means to serve public outdoor recreation purposes.

"Applicant" means a Public Agency or Not-for-Profit Organization, which submits an application for Safe Neighborhood Parks bond funds during an announced Application Submission Period.

"Application Submission Period" means the formally announced period of time for the submission of applications in a given Funding Cycle.

"Committee" means the Citizens' Oversight Committee that is appointed by the Dade County Board of County Commissioners to administer the Safe Neighborhood Parks capital improvement program.

"MAAR Subcommittee" means the Monitoring, Auditing & Administrative Rules Subcommittee, appointed by the Chair of the Committee to monitor the fiscal activities of the bond program and periodically review the Administrative Rules.

"GR Subcommittee" means the Grant Review Subcommittee, appointed by the Chair of the Committee to perform the initial review of grant applications for recommendation to the Committee for potential award.

"County" means Miami-Dade County, Florida.

"Development" means the act of physically improving an area, facility, resource or site to increase its ability or capacity to serve public recreation and conservation purposes.

"Fixtures, Furniture and Equipment (FF&E)" means 1) Fixtures – items that are permanently affixed to the park building or property, i.e., outdoor grills, benches, doors, bathroom stalls, A/C units etc.; 2) Furniture-indoor furnishings needed to allow proper use of a building, i.e., desks, chairs, tables, workstations, etc.; and 3) Equipment - non-consumable tangible property with a life of at least one year and be directly related to the funded project, bleachers for courts, audio/visual equipment for community rooms, computers for computer labs, portable basketball goals for gymnasiums, etc.

"Funding Cycle" means the time between the opening of an Application Submission Period and execution of a Grant Agreement by the County.

"Grant" means Safe Neighborhood Parks bond funds approved for use by an Applicant for implementation of a Project pursuant to these rules.

"Grant Agreement" means an executed contract between the County and a Grantee setting forth-mutual obligations regarding a Grant.

"Grant Application" is the process described in these rules to make a formal request for Grant funds that commences upon submission by an Applicant of a Grant Application Form and ends upon the execution of a Grant Agreement or a decision not to fund.

12 28

"Grant Application Form" means the form provided by the Office of Safe Neighborhood Parks, the submission of which commences the Grant Application process.

"Grantee or Grant Recipient" means a Public Agency or Not-for-Profit Organization receiving a Grant.

"Match" means cash available in an amount equal to that awarded from the Safe Neighborhood Parks bond program.

"Not-for-Profit Organization" means any legally incorporated not-for-profit organization created under the laws of the State of Florida (the "State") and designated as a tax exempt entity by the United States Internal Revenue Service, which has among its purposes the provision of park and recreation services, gang prevention and intervention, tree-planting, or the conservation and preservation of lands for park, natural areas, scenic, historic, or open spaces.

"Ordinance" means the Safe Neighborhood Parks Ordinance No. 96-115.

"Parks" means those areas of public land set aside for aesthetic, educational, recreational, or cultural use by the citizens of the County and the general public.

"Pre-agreement Expenses" means eligible expenses identified in Section 6(B) of these rules incurred by a Grantee for accomplishment of a Project prior to full execution of a Grant Agreement. *Effective October 1, 1999 Pre-agreement Expenses are limited to one (1) year prior to the application date of subsequent bond sales, unless previously approved by the Committee.*

"Project" means work that is the subject of a Grant Application.

"Public Agency or Public Agencies" means an agency or agencies or administrative division or divisions of the United States government, the State of Florida, the County, or any municipality within the County.

"Soft Costs" means those costs NOT related to construction material, labor, equipment or construction sub-contractors. Soft Costs for the purpose of this Program are classified by the following three areas:

- *Project Administration* - Grant Administration, Project Management (not related to construction supervision), Indirect costs(accounting/purchasing/personnel, etc.), Imposed fees (e.g. PSA selection/B&Z processing fees)
- *Planning Services* - Master Plan development and approval, Feasibility Studies
- *Design Services* - Schematic design, Design development, Construction documents, Bidding or Negotiation, As Built Drawings

"UMSA" means Unincorporated Municipal Service Area of the County, for which the County provides municipal services.

SECTION 5. FUNDING CYCLES; GRANT APPLICATION SUBMISSION

25

PERIODS

A Funding Cycle shall be established by the Committee on an annual basis related to the sale of bonds, provided there are Safe Neighborhood Parks bonds remaining to be sold. Each Project determined by the Committee and the Board of County Commissioners to be eligible may be funded during one or more Funding Cycles.

Each Safe Neighborhood Parks Project is funded through a Grant. Eligible Public Agencies and Not-for-Profit Organizations must apply for these Grants. Grant Agreements between the county and approved Applicants implement the Grants.

Grant Applications shall be delivered on or before the last day of the announced Application Submission Period. The County shall publicize each Application Submission Period and other pertinent application information at least one (1) month prior to the deadline for submission of the Grant Application, unless otherwise waived by the Committee. The County may announce an additional Application Submission Period if funds remain or become available after the preceding Application Submission period is complete. Each Application Submission period shall be publicly announced in newspapers of general circulation in the County.

SECTION 6. GRANT APPLICATION

A) ***Complete Grant Application.*** An Applicant must submit a complete Grant Application in order to receive an Award. A complete Grant Application means one that meets all the requirements of the Ordinance and these rules and is supported by proper documentation. Proper documentation includes all documentation reasonably required by the Committee or the County to enable determination of Project costs and compliance with the Ordinance. Such documentation shall include:

- 1) Completed Application Form.
- 2) Completed Line Item Budget. The line item budget must be submitted with budget justifications for the **Pre-Agreement Soft Cost, Pre-Agreement Construction, Construction and Fixture, Furniture and Equipment** line items. The justification should provide detailed descriptions of the project elements. **Reimbursement for FF&E is contingent upon prior approval by the MAAR Subcommittee (see Section 9B-11).**
- 3) Letter(s) of commitment for matching funds equal to the grant request as required by the application.
- 4) Projected completion date for the Project.
- 5) Project location map.
- 6) For Development Projects, certification of ownership by the Public Agency or evidence of land tenure sufficient to satisfy the Committee that the project complies with the terms of the Ordinance.

72 30

- 7) A Public Agency shall submit a resolution, which at a minimum: (i) authorizes the execution of the Grant Agreement; (ii) commits the Public Agency to complete the Project; (iii) as applicable, commits the Public Agency to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law; and (iv) provides that the Grant shall not be used in substitution of other capital project funding.
- 8) A Not-for-Profit Organization shall submit a board resolution which at a minimum: (i) authorizes the execution of the Grant Agreement; (ii) commits the organization to complete the Project; (iii) and as applicable, commits the organization to provide operating, maintenance and programming funds upon completion of the Project.
- 9) An Applicant may request funding for a major Project in phases. Each phase shall constitute a distinct portion of the proposed Project. Each Applicant requesting funding for a Project in phases shall commit to completing the Project as defined in the Grant Agreement unless otherwise modified by approval of the Committee in accordance with these rules and the Ordinance.

B) ***Pre-agreement Expenses.*** The incurring of Pre-agreement Expenses creates no obligation on the County to execute a Grant Agreement or otherwise satisfy those expenses. However, prior to the effective date of the Grant Agreement, a recipient may incur eligible Pre-agreement Expenses as defined in Section 4, and then after the effective date of the Grant Agreement be reimbursed for those costs, provided that:

- 1) The costs and activities are funded as part of the Grant award and are in compliance with the requirements of the Ordinance and these rules.
- 2) The Pre-agreement Expenses for Series 97, 98 and 99 were incurred after July 26, 1996 and before the effective date of the contract.
- 3) The Pre-agreement Expenses for all subsequent Series (after Series 99) were incurred no earlier than one (1) year prior to the application date, unless previously approved by the Committee.

SECTION 7. ELIGIBILITY REQUIREMENTS (CHALLENGE GRANTS)

In order to be eligible for award under the construction and/or development of youth recreation and service facilities the Ordinance requires that the park, recreation and open space acquisition and development occur in or serve areas which "are identified as economically and/or socially disadvantaged consistent with Federal guidelines, where at least 51 percent of residents live at or below 80 percent of the County's medium income, and which possess a documented deficiency in recreation and open space opportunities defined as the difference between area supply and demand for facilities, programs and services.

15 31

SECTION 8. ELIGIBILITY DETERMINATION

Following closure of an Application Submission Period, the Subcommittee will review each Grant Application for funding eligibility and determine the eligibility or ineligibility of each of its Grant Applications. The Committee may declare a Grant Application to be:

- A. **Ineligible.** Declaration that a Grant Application is ineligible.
- B. **Conditionally Eligible.** The Committee may determine that a Project is eligible for funding upon satisfaction of specified conditions. In the event that conditional approval is given, Committee staff shall verify that the conditions have been satisfied prior to disbursement of any bond funds.
- C. **Eligible.** Declaration that a Grant Application is fully eligible.

SECTION 9. GRANT ADMINISTRATION & REIMBURSEMENT POLICY

- A) As a condition of award of a Grant the County and the Grantee shall enter into a Grant Agreement which sets forth the responsibilities and duties of each regarding administration of the approved Project and approved Grant. The Grant Agreement shall specify the Project's beginning and end dates and shall incorporate such other terms and conditions as may be required by particular circumstances.
- B) Payment. Grantees are paid allocated Grant funds subject to the following conditions:
 - 1) **Cost of Issuance of Bonds.** Not more than one percent (1%) of the value of each Grant award may be earmarked for all costs incidental to the preparation, issuance and administration of the Safe Neighborhood Parks bonds.
 - 2) **Timing.** Project costs eligible for reimbursement shall be incurred between the effective date of, and the Project completion date identified in, the Grant Agreement with the exception of Pre-agreement Expenses.
 - 3) **Soft Cost Limits.** Project Planning, Design and Administration, as defined in Section 4, are eligible Project soft costs provided that bond proceeds utilized to pay for such costs do not exceed seventeen percent (17%) of the total bond proceeds allocated to a given Project. Where a major Project is funded in phases, this cost limit may not necessarily apply to each individual Project phase, but must apply to the total allocation for the Project.
 - 4) Grantees will use their own procurement procedures, which reflect applicable Federal, state and local laws and regulations.
 - 5) Grantees are responsible for managing the day-to-day operations of Grant supported

X 32

activities. Grantees must monitor Grant supported activities to assure compliance with the Ordinance, these rules, the Grant Agreement, and all applicable Federal, State, and local requirements.

- 6) Payments to the Grantee may be withheld at any time that the Grantee fails to comply with Grant award conditions. Funds withheld for failure to comply with Grant award conditions but without suspension of the Grant shall be released to the Grantee upon subsequent compliance.
- 7) Completion of the authorized signature form (Exhibit A).
- 8) In general, payment shall be made on a reimbursement basis. A Grant Recipient may, upon submission of a *Request for Advance Payment* form (Exhibit B), receive an advance payment of up to 25% of the value of the Safe Neighborhood Parks bond funds awarded for the subject Project. **All advance payments received by a Grantee shall be maintained in a separate interest bearing account and may not be co-mingled with other funds. All advances must be fully accounted for within one (1) year of the date of the approval and before subsequent reimbursement requests are paid.** The grantee will be required to close the account and submit a check to the County for the interest earned accompanied by an *Interest Earned on Advance Form* (Exhibit C). Upon receipt of the check and supporting documentation all subsequent reimbursement requests can be paid. Checks must be made payable to Miami-Dade County Board of County Commissioners and forwarded to the Office of Safe Neighborhood Parks.
- 9) **Grantees must submit reimbursement requests on a quarterly basis, December 31, March 31, June 30 and September 30. If a Grantee is unable to submit a reimbursement request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. Failure to comply with this requirement shall render the Grantee in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the MAAR Subcommittee.**
- 10) Grantees shall complete, sign, and submit to the County Reimbursement Request forms as necessary (Exhibits D through H). ***All Contractual Services/Direct Payment and FF&E reimbursement requests must be accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments.***
- 11) ***Reimbursement requests for FF&E items must be approved by the MAAR Subcommittee prior to submission of the request. Written requests for FF&E approval must be accompanied by Exhibit H.***
- 12) **Ten percent (10%) of the value of the Safe Neighborhood Parks bond funding for a given Project shall be retained by the County until the Project is complete, unless otherwise approved in writing by the MAAR Subcommittee. Upon completion of a Project a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the retainer to be released.**
- 13) The first reimbursement request for any grant requiring a dollar-for-dollar cash match must be accompanied by documentation of the expenditure of committed match funds (i.e.

copies of invoices, canceled checks, etc.).

- 14) Each Grantee will ensure that all contractors and consultants perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- 15) Each Grantee shall maintain an accounting system, which meets generally accepted accounting principles and shall maintain all required financial records to properly account for all Safe Neighborhood Parks bond funds and any supplemental funds used for the Project. The Grantee shall at all times maintain a separate accounting of all Safe Neighborhood Parks bond funds.
- 16) The Grantee shall be responsible for completing the Project. If the total cost of the Project exceeds the value of the Grant, then the Grantee must provide any supplemental funds required. In the event that supplemental funds are necessary for completion of a Project, as of the point in time that it is known that supplemental funds are needed, the Grantee must demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of Grant funds. The requirement for a Grantee to provide supplemental funds may be modified, in part or whole, by the Committee, to the extent that it approves in writing any reduction to the Project scope of work in accordance with the Ordinance. Approval of any reduction in scope of work is at the sole discretion of the Committee.

C) Acquisition Projects. Guidelines and requirements for administering Acquisition Project Grants are as follows:

- 1) *Appraisal Required.* Prior to acquisition of a Project site, a Grantee must obtain an appraisal or appraisals supporting the fair market value of the land to be acquired. Pursuant to State law, if the property is \$500,000 or less in appraised value, one appraisal is required. If the property exceeds \$500,000 in appraised value, two appraisals are required.
- 2) *Amount Authorized for Payment.* The amount of Grant funds authorized for payment for land acquisition shall in no case exceed the Grant funds available for such purpose. In the event that the negotiated acquisition price exceeds by ten percent or greater the appraised value of the land, the disbursement of Grant funds shall be conditioned upon a written justification for the purchase price and other conditions attendant to the proposed purchase, which justification is declared satisfactory by the Committee in writing. Appraisal costs are eligible Grant costs as long as the appraised property is being realistically and seriously considered for Acquisition, regardless of the outcome.
- 3) *Environmental Survey.* The Grantee may not purchase property with Grant funds until a Phase I environmental survey is completed, which demonstrates that the property is suitable for its intended general use and for the specific Project.
- 4) *Signage.* For Acquisition only Projects, for six months following Acquisition, the Grantee shall post a sign, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of Project funding. The cost of such a

sign is eligible for payment from the Grant.

- 5) *Ownership.* Title to land acquired with Safe Neighborhood Parks bond funds shall vest with a Public Agency. Facilities constructed/developed with Safe Neighborhood Parks bond funds shall vest with a Public Agency.

D) *Development Projects.* Guidelines and requirements for administering Development Project Grants are as follows:

- 1) *Licensed Contractors; Contractor Bonds.* Duly licensed or registered contractors shall perform all construction. Construction contracts for work in excess of the threshold amounts established in Section 255.20 of the Florida Statutes should contain payment and performance bonds, which comply with the requirements of that Section.
- 2) *Cost Elements.*
 - a) *Construction Equipment.* Grantees are required to use their own equipment, if available. If a Grantee's equipment is used, the maximum Grant payment shall cover operating and routine maintenance costs of such equipment; the Grant excludes any depreciation or replacement cost from payment. If an Applicant's equipment is used, a report or source document must describe the work performed, indicate the hours used and be relate the use to the Project. If a Grantee does not have needed construction equipment available, then the Grantee may rent such equipment.
 - b) *Construction Supplies and Materials.* Supplies and materials may be purchased for a specific Project or may be drawn from a central stock, providing they are claimed at a cost no higher than that which the Applicant paid. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, structure or part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Applicant's normal practice or policy. If capitalized, only the cost reasonably attributable to the Project may be claimed under the Project.
 - c) *Personnel or Employee Services.* Services of the Applicant's employees who perform work directly related to the accomplishment of the Project are eligible costs. These costs must be computed according to the Applicant's prevailing wage or salary scales and may include fringe benefit costs, such as vacations, sick leave, FICA, MICA, health and life insurance, and workers compensation at the Applicant's established fringe benefit rate. Costs charged to the Project must be computed on the basis of actual time spent on the Project, and supported by time and attendance records describing the work performed on the Project. Overtime costs may be allowed under the Applicant's established policy, provided that the regular work time was devoted to the same Project. Salaries and wages claimed for employees working on grant-funded Projects must not exceed the Applicant's established rates for similar positions. Alternative methodologies for established wage rates must be pre-approved by the MAAR Subcommittee.

- d) *Consultant Services.* The costs of consultant services necessary for the Project are eligible. The Applicant must pay consultants according to the Applicant's customary or established method and rate. No consultant fee may be paid to the Applicant's own employees.

3) *Cost Activities.*

- a) *Construction activities.* The cost of all necessary construction activities, from site preparation (including demolition, survey, excavation and other site work) to the completion of a structure is eligible for payment from the Grant.
- b) *Fixtures, Furnishings and Equipment (FF&E).* The cost of fixtures, furnishings and equipment necessary to operate the facility is eligible. Consumable goods shall not be considered eligible. *(Please refer to Section 4 for a detailed definition of FF&E)*
- c) *Interpretive Signs and Aids.* The cost of signs, display boards or other interpretive aids relating to the Project is eligible.
- d) *Signage.* During the time period of Development, the Grantee shall post a sign at the Project site, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of funding for the Project. The cost of such a sign is eligible.
- e) Grantees are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

4) The following is a nonexclusive list of ineligible costs:

- a) *Grant Application costs.*
- b) *Ceremonial expenses.*
- c) *Expenses for publicity.*
- d) *Bonus payments of any kind.*
- e) *Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Applicant, when the law requires the Applicant to utilize competitive selection.*
- f) *Charges for deficits or overdrafts.*
- g) *Charges incurred contrary to the policies and practices of the Applicant.*
- h) *Interest expense.*
- i) *Litigation expenses or judgments, except for those awards resulting from an eminent domain taking.*
- j) *The cost of services, material or equipment obtained under any other program.*
- k) *Costs of discounts not taken.*
- l) *The cost of purchasing a non-refundable option when acquiring land.*

E) *Budget Changes.*

- 1) Grantees shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the Office of Safe Neighborhood

Parks with the project completion certificate.

- 2) Budget adjustments may not exceed the 17% limitation for design, planning, and program administration, nor exceed the total budget award allocation.
 - 3) Grantees shall obtain the prior written approval of the Committee whenever budget adjustments are anticipated. The request must be in the same budget format the Grantee used in the Agreement and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Grant Agreement under the Grant award. Requests for budget changes shall be considered by the Committee whenever any of the following adjustments are required:
 - a) For any Project involving both Acquisition and Development activities, any proposed budget transfers from Acquisition to Development or vice versa.
 - b) Any proposed reduction or revision of the scope or objectives of the Project (regardless of whether there is an associated budget adjustment). *However, in the event that a Grantee has completed the approved scope of work for a park and has unexpended funds, the Grantee may request to OSNP to expend these funds in an existing or new budget line item for the park. OSNP is authorized to approve such budget changes and expenses not to exceed \$9,999.00. (Revised 3/18/02 by MAAR Subcommittee)*
 - c) Any change that would increase planning, design, and program administration in the aggregate total
- F) **Cost Overruns.** During the execution of work on a Project, the Grantee may find that actual Project costs exceed the approved budget. For cost overruns that will require additional funding for the Project, or otherwise require a budget adjustment for which prior Committee approval is required pursuant to paragraph E above, the Grantee shall:
- 1) provide a justification for the additional costs;
 - 2) identify available funds for the completion of the Project; and, if necessary
 - 3) Request from the Committee a reduction in the Project scope consistent with the terms of the Ordinance.

The Committee, at its discretion, may authorize in writing a reduction in the scope of the Project: (i) where reduction of the scope is consistent with the Ordinance; and (ii) where the reduction is justified by the Applicant and (iii) where the Applicant does not have sufficient funds to complete the Project with the available funds. The Committee, in its discretion, may also under those circumstances, identify other funds available under the Ordinance for the Project.

SECTION 10. COMPLIANCE RESPONSIBILITIES

The following constitute general requirements for program compliance:

- A) An annual independent audit of the Safe Neighborhood Parks funds must be submitted by all Grantees to the Office of Safe Neighborhood Parks by June 1st, following the fiscal year for which the audit was performed. An audit must be submitted from all funded Grantees, even if they did not receive reimbursements during the fiscal year. The audit report must include the Fund Summary Status Report, Exhibit J. The audit must be performed by certified independent auditors and include the following:
- 1) Test for compliance with the grant agreement, Miami-Dade County Ordinance 96-115, applicable resolutions and the Safe Neighborhood Parks Administrative Rules.
 - 2) Test to verify compliance with advance requirements.
 - 3) Sufficient tests, as determined by the independent auditor to verify true and accurate reflection of SNP project expenditures.
 - 4) Tests to verify expenditure of required match dollars.
 - 5) Verification of the Fund Summary Status Report
- B) Land and facilities acquired, developed, improved or rehabilitated by Grant funds shall be dedicated and maintained in perpetuity for recreational use for the benefit of the general public except where leases are in effect. All projects shall be open to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
- C) Grant funds for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Grantee or on lands for which the Grantee holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired term of 25 years. The Grant Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Committee, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of this Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.
- D) Grantee shall maintain all financial and programmatic records, supporting documents and other records pertinent to the Grant for a period of three years from the starting date defined below. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. When Grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Grantee submits to the County its single or last expenditure report for that period. In all other cases, the retention period starts on the day the Grantee submits its final expenditure report.
- E) The Committee and the County, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Grantee in order to make audits, examinations, excerpts and transcripts.

- F) If a Grantee materially fails to comply with any term of an award, the Committee or the Office of Safe Neighborhood Parks (OSNP) may take one or more of the following actions, as appropriate in the circumstances:
- 1) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - 2) Disallow all or part of the cost of the activity or action not in compliance.
 - 3) Wholly or partly suspend or terminate the current award for the Grantee's program.
 - 4) Withhold further Grant awards from the Grantee, or
 - 5) Take other remedies that may be legally available.
- G) Any of the enforcement actions listed in paragraph F above, taken by the OSNP, which are contested and unresolved between the Grantee and the County within thirty days of such action, will result in the MAAR Subcommittee providing the Grantee with an opportunity to be heard on the issue. Said hearing will occur within sixty days of the MAAR Subcommittee receiving the Grantee's written request. The MAAR Subcommittee will recommend appropriate action to the Committee.
- H) Costs of Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of an award are not allowable unless OSNP expressly authorizes them in the notice of suspension or termination or subsequently authorizes them in writing. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- 1) The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are noncancelable; and
 - 2) The costs would be allowable if the award were not suspended or if the award expired normally at the end of the funding period in which the termination takes effects.
- I) **Inspections.** Staff of the Committee or the County, or both, shall periodically inspect each Project to ensure compliance with these rules, the Ordinance, and the Grant agreement. Staff shall perform an inspection of the Project site to ensure compliance prior to release of the final Grant payment.

SECTION 11. QUARTERLY REPORTS

Grantees are required to submit the Project Status Report on a quarterly basis, in the format stipulated by OSNP. Additional reports shall be due upon request of the Office of Safe Neighborhood Parks that may include:

- A) actual accomplishments of each grant
- B) problems encountered in implementation of each grant

C) anticipated start and/or completion dates of each grant

Grantee may be required to meet with the Committee to discuss the Project.

SECTION 12. PROJECT CLOSE-OUT

A) A Grantee has up to forty-five (45) days after the expiration or termination of the Grant to submit all final documentation including final reimbursement requests and project completion certificates.

B) The close-out of a Grant does not affect:

- 1) The County's right to disallow costs and recover funds on the basis of a later audit or review;
- 2) The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
- 3) Records retention responsibilities set forth above;
- 4) Continuing responsibilities set forth in the Ordinance and these rules;
- 5) Audit rights set forth in these rules.

C) Any amounts paid to Grantee in excess of the amount to which the Grantee is finally determined to be entitled under the terms of an award constitute a debt to the County. If not paid within a reasonable period after demand, the County may reduce the debt by:

- 1) Making an administrative offset against other requests for reimbursement;
- 2) Withholding payments otherwise due to the Grantee; or
- 3) Taking other action provided by law.

Any overdue debt of the Grantee shall accrue interest at the maximum rate allowed by law.

SECTION 13. INTERPRETATION; ADMINISTRATION

These administrative rules have been promulgated under the Ordinance. In the event there exists a conflict between these rules and the provisions of the Ordinance, the Ordinance shall prevail.

The MAAR Subcommittee shall be authorized to interpret the provisions of these administrative rules on behalf of the Committee and its interpretation of any matters governed hereby shall be final. The Committee shall be authorized to amend these administrative rules, by majority vote, in accordance with its duly adopted bylaws, subject to applicable law.

Staff to the Committee shall be authorized and required to administer the Safe Neighborhood Parks bond program consistent with the Ordinance and these administrative rules.

40

MEMORANDUM

Amended
Not On
Alternate
Agenda Item No. 4(E)

Hon. Chairperson and Members
Board of County Commissioners

DATE: July 16, 1996

: Robert A. Ginsburg
County Attorney

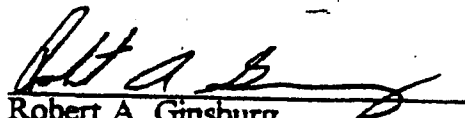
SUBJECT: Safe Neighborhood Park Bonds

O#96-115

Accompanying alternate ordinance has been prepared and placed on the agenda at the request of the Parks and Recreation and HAFB Re-Use and Redevelopment Committee. It differs from the substitute in the following respects:

Names the President of the NAACP to the Nominating Committee.

Adds the requirement that members of the Nominating Committee must be representative of the geographic, racial, and gender make-up of the community.


Robert A. Ginsburg
County Attorney

23 41

MEMORANDUM

Not On
Supplement to
Agenda Item No. 4(E)
Substitute & 4(E) Alternat

Honorable Chairperson and Members
Board of County Commissioners

DATE: July 16, 1996

SUBJECT: Fiscal Impact - Ordinance
Authorizing \$200 Million
GOB for Park
Improvements and
Acquisition - Item 4 (E)

1: Armando Vidal, P.E.
County Manager



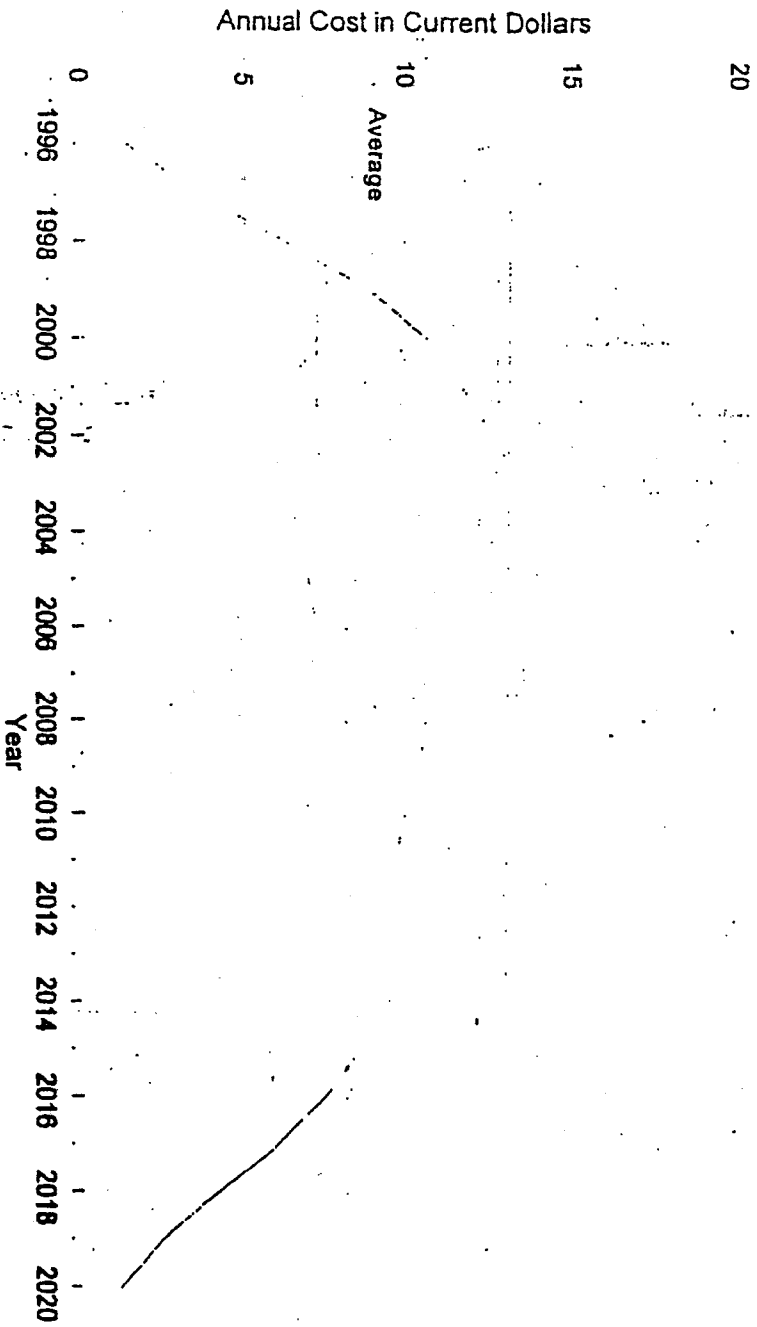
The enactment of the proposed ordinance authorizing issuance, subject to approval by special election, of \$200 million in general obligation bonds to fund capital improvements and acquisition of parks and recreation facilities throughout Dade County, will result in the following additional costs to the County:

A. an average annual countywide debt service millage requirement of .127 mills for the next 26 years. In current dollars, this translates into \$8.34 annually for the average homeowner over the life of the bonds (see attachment)

B. an estimated \$1.1 million annual increase in countywide and a \$3.41 million annual increase in unincorporated municipal service area operating costs which would be phased in over a seven to ten year period as capital improvements are completed. These additional operating costs (net of costs avoided and new revenues) reflect the additional programming and maintenance activities associated with the proposed capital projects including: staffing, utilities, supplies and equipment, facilities maintenance and administrative and supervisory costs

Proposed Safe Neighborhood Parks Bond Ordinance

Annual Cost to Average Homeowner



Amended
Alternate
Agenda Item No. 4(E)
7-16-96

ORDINANCE NO. 96-115

ORDINANCE AUTHORIZING ISSUANCE, SUBJECT TO APPROVAL BY SPECIAL ELECTION, OF NOT EXCEEDING \$200,000,000 GENERAL OBLIGATION BONDS OF DADE COUNTY, FLORIDA FOR PURPOSE OF FINANCING CAPITAL IMPROVEMENT PROGRAM FOR CERTAIN PARKS, BEACHES, NATURAL AREAS AND RECREATION FACILITIES; ESTABLISHING A CITIZENS' OVERSIGHT COMMITTEE, INCLUDING MEMBERSHIP AND POWERS TO ADMINISTER PROGRAM; DESIGNATING ENTITIES AND PROJECTS ELIGIBLE FOR FUNDING; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.

WHEREAS, it is necessary and desirable to improve the quality of life, to benefit property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreation facilities for youth, adult, and senior citizens in Dade County (the "County") through the improvement of neighborhood and regional parks and the development, rehabilitation, protection, restoration and acquisition of beach and natural areas within the County; and

WHEREAS, the State of Florida, the County and the municipalities within Dade County presently own and operate numerous parks and park facilities, natural areas, and heritage sites, which are in need of improvement; and

WHEREAS, the acquisition and capital improvement of State, County and municipal parks, beaches, natural areas and recreational and heritage facilities benefit the entire population of both incorporated and unincorporated Dade County; and

WHEREAS, at the same time that the Board considered this Ordinance, the Board adopted a resolution calling for a special election to be held in Dade County, Florida (the "Special Election") on Tuesday, November 5, 1996 for the purpose of submitting to the electors of the County the question of whether general obligation bonds not exceeding \$200,000,000 shall be authorized for a capital improvement program for improvements to, and the acquisition of, neighborhood and regional parks, beaches, natural areas and recreational and heritage facilities; and

24 44

WHEREAS, the Board wishes to authorize the issuance of the Bonds subject to the referendum, to establish a Citizens' Oversight Committee to administer the capital improvement program, and to designate those entities and projects which will be eligible for funding;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that:

Section 1. Findings. The Board finds that:

(a) The purposes described in the Whereas clauses are incorporated in the body of this Ordinance by reference. This Ordinance shall hereafter be known as the "Safe Neighborhood Parks Ordinance" and referred to herein as the "Ordinance".

(b) It is critical that neighborhood and regional parks are restored and improved throughout the County to improve the overall quality of life of our communities, provide safe places for children to play and alternatives to gangs and gang activities, increase recreation opportunities for senior citizens, and provide pleasant places for all residents to enjoy relief from congestion and urban stress.

(c) The improvement, restoration, expansion, and enhanced safety of park, open space and recreation lands and facilities will help reduce crime, increase the attractiveness of the County as a place in which to live and locate businesses, maintain sound economic conditions and a high standard of livability in the County by increasing property values, economic activity, employment opportunities and tourism throughout the County.

(d) The protection of beach, park, recreation and natural areas is vital to the quality of life in the County, providing important recreation opportunities to all residents of the County, especially children and senior citizens, and helping to protect air and water quality.

(e) The Board finds that the distribution of the funds for qualified projects must be done in a fair and organized manner.

Section 2. Definition. As used in this Ordinance, the following terms mean:

"Administrative Expenses" means all direct expenses incurred in administering the development and completion of any of the projects authorized and approved under the terms of this Ordinance. Administrative costs shall not include those administrative expenses incurred in the everyday operation of any Not-For-Profit Organization and Public Agency, which administer a project funded pursuant to this Ordinance.

"Beaches" means beaches open to use by all of the residents of the County.

"General Fund" means those funds raised, primarily through ad valorem taxes, fees and transfers, that are used to account for the general operations of the County or municipal governments and all transactions which are not accounted for in other funds or account groups.

"Natural Area" means an environmentally sensitive area usually containing a natural forest community, freshwater or coastal wetland and managed to maintain and enhance biological values.

"Not-For-Profit Organization" means any legally incorporated not-for-profit organization created under the laws of the State of Florida (the "State") and designated as a tax exempt entity by the United States Internal Revenue Service, which has among its purposes the provision of park and recreation services, gang prevention and intervention, tree-planting, or the conservation and preservation of lands for park, natural areas, scenic, historic, or open spaces.

"Parks" mean those areas of public land set aside for aesthetic, educational, recreational, or cultural use by the citizens of the County.

"Park and Recreation Department" means the Dade County Park and Recreation Department.

"Public Agency or Public Agencies" means an agency or agencies or administrative division or divisions of the United States government, the State of Florida, the County, or any municipality within the County.

"Recreation and Heritage Facilities" mean those facilities that are managed by a Public Agency or Agencies that focus their programming on cultural, historical, educational and recreational activities.

"State Park" means a park owned or operated by the Florida Department of Environmental Protection, Division of Recreation and Parks.

"Trust Account" means the separate interest bearing account into which proceeds of the Bond program, as outlined in this Ordinance, shall be deposited.

"UMSA" means Unincorporated Municipal Service area of the County, for which the County provides municipal services.

Section 3. Bonds. In accordance with the provisions of the Dade County Home Rule Charter and the general laws of the State of Florida, including Chapters 125, 159, and 166, Florida Statutes, there is authorized to be issued, subject to the approval of the electorate pursuant to the Special Election, general obligation bonds of the County, in one or more series, in an aggregate principal amount not to exceed Two Hundred Million Dollars (\$200,000,000) outstanding at any one time (the "Bonds"). This ordinance also authorizes the issuance of other evidences of indebtedness in the form of anticipation notes or bonds in anticipation of the issuance

of the Bonds. The Bonds shall be payable from unlimited ad valorem taxes levied on all taxable property in the County without limit as to rate or amount, the full faith and credit of the County being pledged to the payment of principal of, redemption premium, if any, and interest on the Bonds. The Bonds shall bear interest at such rate or rates, not exceeding the maximum rate of interest permitted by law at the time of their sale, shall be stated to mature on a date or dates not exceeding forty (40) years from the date of issue, shall be subject to redemption and shall have such other terms, covenants and provisions as shall be determined by the Board by one or more subsequent ordinances or resolutions. The purpose of the Bonds shall be (i) to pay the costs of issuance of Bonds, (ii) to pay eligible administrative costs, and (iii) to finance the acquisition of and capital improvements to Parks, Beaches, Natural Areas and Recreational and Heritage facilities, in the manner set forth in this ordinance, in amounts not to exceed the following:

(a) Municipal per capita allocation and direct grants for specific projects: One hundred seven million nine hundred and fifty thousand dollars (\$107,950,000) for grants to Public Agencies and Not-For-Profit Organizations for the development, improvement, rehabilitation, restoration or acquisition of real property for Parks and park safety, youth, adult and senior citizens' recreation facilities, Beaches, greenways, trails, and Natural Areas in accordance with the following schedule:

(1) Nineteen million nine hundred fifty thousand dollars (\$19,950,000) for grants to all incorporated municipalities and UMSA (Unincorporated Municipal Service Area) within the County, in accordance to the following schedule:

(i.) Nine million seven hundred thousand dollars (\$9,700,000) to divide on a per capita basis among the municipalities duly incorporated on the effective date of this Ordinance.

(ii.) Ten million two hundred fifty thousand dollars (\$10,250,000) to UMSA as its municipal share.

(2) Direct grants for specific projects: Eighty-eight million dollars (\$88,000,000) for direct grants to municipalities and UMSA, in accordance with the schedule attached as Exhibit "A" and incorporated in this Ordinance by reference.

(b) Grants for Specific Regional Projects: Seventy-seven million fifty thousand dollars (\$77,050,000) to the County Park and Recreation Department for the development, improvement, restoration, rehabilitation or acquisition of real property for Regional Parks, Beaches and Biscayne Bay access, specific regional projects, Heritage Facilities, Natural Area Preserves and greenways and trails, in accordance with the schedule described in Exhibit "B".

(c) Challenge Grants: Fifteen million (\$15,000,000) for challenge grants to Public Agencies and Not-For-Profit Organizations in accordance with the following schedule:

29 47

Amended

Alternate

Agenda Item No. 4(E)

Page No. 5

- (1) Seven million dollars (\$7,000,000) for challenge grants to Public Agencies and Not-For-Profit Organizations for land acquisition, construction and development of youth recreation and service facilities.
- (2) Eight million dollars (\$8,000,000) for challenge grants to Public Agencies and Not-For-Profit Organizations for natural areas, recreation and open space land acquisition and development.

Section 4. Administration.

- (a) The Citizens' Oversight Committee. A Citizens' Oversight Committee ("Committee") will be formed to oversee the disbursement of the proceeds from the sale of the Bonds. The Committee will have thirteen (13) members; one residing in each of Dade County's thirteen commission districts. Members of the Committee shall be residents of Dade County who possess outstanding reputations for civic pride, integrity, responsibility and business or professional ability and experience or interest in the fields of recreation, conservation of natural resources or land use planning. The Committee and the Nominating Committee, as defined below, will be comprised of members who are representative of the geographic, ethnic, racial and gender make-up of the County.

- (1) Selection. Members of the Committee shall be nominated and appointed in the manner set forth in this subsection. The Board of County Commissioners of Dade County, Florida shall appoint a nominating committee (the "Nominating Committee") comprised of twenty-three (23) members as follows:

- (i) Six (6) representatives of the State, County or municipal government, which shall include the following persons or their designees: the State Attorney for the Eleventh Judicial Circuit, the Superintendent of the Dade County School Board, the Dade County Manager, and the Executive Director of the Dade League of Cities;

- (ii) Twelve (12) representatives of civic, not-for-profit organizations, which shall include the following persons or their designees: Chairman of the United Way, President of Tropical Audubon Society, President of Citizens for a Better South Florida, Director of the Urban League, Director of Alliance for Aging, President of the Jewish Federation, President of the Children's Services Council, President of the Cuban National Planning Council; President of CAMACOL, President of the Miami-Dade Branch NAACP; President of Baptist Ministers Council of Greater Miami and Vicinity; and the Executive Vice President of the Rabbinical Association of Greater Miami;

- (iii) Five (5) representatives of civic, not-for-profit organizations dedicated to promoting and conserving the environmental or recreational resources of this

38 48

Amended
Alternate
Agenda Item No. 4(E)
Page No. 6

community, which shall include the following persons or their designees: President of the Florida Recreation and Park Association, President of the Land Trust of Dade County, and President of the Sierra Club.

The Nominating Committee shall submit a slate of four (4) candidates from each Commission District to the Board of Dade County Commissioners for selection. The Board must select from the slate submitted by the Nominating Committee; however, the Board may request additional nominations.

(2) Term. The Committee members shall serve two year-terms, and may be reappointed. The terms shall be staggered, with the representatives of the evenly-numbered districts scheduled for replacement or reappointment after the first year. Members of the Committee shall not be compensated for their services.

(3) Powers and duties. The Committee shall have the following powers and duties:

(i) to oversee the deposit and disbursement of the Bond proceeds in accordance with the terms of this Ordinance;

(ii) to issue solicitations for all grants, to evaluate, disqualify, and rank challenge grant proposals, and to recommend the award of grants in accordance with the terms of this Ordinance;

(iii) to identify funding to reimburse the County for the reasonable costs of providing staff to the Committee, in the process of the oversight and grant management of this Ordinance, which funding may include amounts available under this Bond program if the costs of staffing are related to individual projects authorized by this Ordinance;

(iv) to promulgate rules consistent with this Ordinance for the conduct of its meetings and the discharge of its responsibilities;

(v) to perform such other functions as are set forth for the Committee in this Ordinance.

(4) Deposit of Bond Proceeds. All proceeds of the sale of the Bonds shall be delivered to the Director of the Finance Department of Metropolitan Dade County who shall deposit those proceeds in the Trust Account, not to be commingled with other funds of the County, to be disbursed solely for the purposes set forth in this Ordinance. Dade County, itself or through independent auditors, shall have the right at all times to audit the books and records of the Committee.

(5) Staff. The County Manager and the County Attorney shall provide to the

56 49

Committee adequate staff and support services to enable the Committee to carry out its duties and responsibilities.

Section 5. Grant Proposals.

(a) Any adjustments to the amount available from the Bond proceeds which are required to be made to satisfy the costs of providing staff or other services to administer the Bonds shall be made to the amounts available under this Bond program, not to exceed one (1%) percent.

(b) The following provisions of this Section 5(b) shall apply to all grants to be awarded pursuant to this Ordinance:

- (1) Individual applications for grants or per capita allocations pursuant to Section 3 shall be submitted to the Committee for approval as to conformity with the requirements of this Ordinance and for Committee review and recommendation. The application shall be accompanied by an authorizing resolution from the governing body of the applicant Public Agency that the project (or projects) for which the grant or allocation is sought is an important park and recreation project (or projects) which will benefit all residents of Dade County and that operating, management and programming funds are included in budget.
- (2) Not more than seventeen percent (17%) of monies awarded under any grant may be utilized for project planning, design and administration.
- (3) The interest earned on proceeds of the Bonds which have been sold but not allocated shall be used for acquisition of park, open space and natural areas to meet the future needs of the growing population of Dade County. Requests for use of these interest funds may be made to the Committee by Public Agencies and Not-For-Profit Organizations, with all title vesting in a Public Agency.
- (4) After approval of this Ordinance by special election, administrative rules governing the implementation of the Ordinance shall be prepared by the County Manager. Such rules shall include a timeline for the grant programs identified in Section 3 of this Ordinance, criteria and procedures for evaluating such grants, notification of affected Public Agencies and Not-For-Profit Organizations of the proposed criteria and procedures and of the dates of public workshops to be held throughout the County for the purpose of receiving public input on the proposed criteria and procedures. After at least one public workshop for each of the grant programs referenced in Section 3, the Committee shall adopt final criteria and procedures for evaluating grants for each program, and shall notify affected Public Agencies and Not-For-Profit Organizations as to the application timeline, criteria and procedures for evaluating challenge grants for each program. Grants shall be

awarded by the Board of County Commissioners upon recommendation of the Committee in accordance with this Ordinance and the rules adopted in accordance with this provision.

- (5) A Public Agency may enter into an agreement with one or more Not-For-Profit Organizations for the purpose of carrying out a grant pursuant to this Ordinance, subject to the requirements of Section 9.
- (6) Each Public Agency shall make every effort to employ local residents, and particularly youth, from the area in which proposed projects are located.
- (7) Each Public Agency shall make every effort to work with Not-for-profit Organizations with a demonstrated history of youth employment and training, gang prevention and intervention, and environmental preservation and land conservation.
- (8) Funds that are granted pursuant to Section 3 for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned or leased by a Public Agency. Funds may also be utilized for projects on lands for which the Public Agency holds a lease or other use agreement for an unexpired minimum term of 25 years.
- (9) In projects where funds are allocated pursuant to Section 3 for park and facility development, every effort shall be made to use non-invasive, drought-resistant, or xeriscape landscape material, water-conserving irrigation systems and energy-efficient fixtures, except when such use can be shown to be unfeasible. When projects involve the rehabilitation of existing irrigation systems or the creation of new irrigation systems, reclaimed water should be used whenever possible and priority shall be given to development of reclaimed water irrigation systems.
- (10) The minimum amount that an applicant may request for any individual project is ten thousand dollars (\$10,000). Any agency may allocate all or a portion of its per capita share to a regional or state project or another neighboring city, and all agencies shall be encouraged to form partnerships to leverage other available funds with the Dade County School Board, other Public Agencies, and Not-For-Profit Organizations for park and recreation purposes.
- (11) Funds made available for approved projects from grants shall be expended or encumbered by the recipient within three years of the date when such funds are first made available unless an extension is authorized pursuant to the express terms of this Ordinance. Any such grant funds that are not expended or encumbered by the recipient within such period, shall be made available for award for one or more

of the classes of expenditures specified in Section 3 that the Committee deems to be of the highest priority.

i. Upon deposit into the Trust Account, the original recipient of the funds shall have no further claim to the funds.

ii. Trust Account funds shall be made available pursuant to the programs outlined in Section 3, and shall be prioritized for heavily used parks and recreation facilities in underserved areas of the County or municipalities. When funds are to be used for the acquisition of property, priority shall be given to acquiring land for park, recreation or natural areas purposes in densely populated, underserved areas with documented deficiencies in park, recreation or open space opportunities.

(12) The scope of each per capita project, shall remain as defined in the application for Bond-funds and this Ordinance. If there are required modifications to the scope of the specific project, the recipient may alter the scope of the specific project, as defined by the administrative rules. The modifications shall be subject to approval by the Committee. The full amount allocated for a specific project as detailed within the application and this Ordinance shall be used for the designated project and not transferred to another project.

(13) If Bond proceeds have not been expended or encumbered within the periods allowed, the recipient agencies may submit to the Committee for review and approval in its discretion a plan for expenditure or encumbrance of the funds in accordance with the purposes of this Ordinance within the municipality or area of the County in which the funds were originally authorized to be expended.

(c) Challenge Grants. In addition to those provisions contained in Section 5 (b) above, the following provisions shall apply to challenge grants to be awarded pursuant to Section 3 (c) of this Ordinance.

- (1) The funds authorized in Section 3 (c) shall be available as grants on a challenge basis to Public Agencies and Not-for-profit Organizations.
- (2) An extension not to exceed two (2) years beyond the three-year time limit for expenditure or encumbrance of grant funds may be authorized by the Committee for reasonable cause.
- (3) These grants shall be limited for acquisition of lands for public use, and improvements or development to publicly owned lands and facilities.
- (4) Pursuant to Section 3 (c) (1), an amount not to exceed seven million dollars (\$7,000,000), shall be dedicated to park, recreation and open space acquisition and

34 52

development in areas which: (i) are identified as economically and/or socially disadvantaged consistent with Federal guidelines, where at least 51 percent of residents live at or below 80 percent of the County's median income, and (ii) which possess a documented deficiency in recreation and open space opportunities defined as the difference between area supply and area demand for facilities, programs and services.

- (5) In the evaluation of grant applications pursuant to Section 3(c)(1), priority shall be given first to correct vestiges of past discrimination and second to those which meet one or more of the following criteria: (i) joint application by a Public Agency and a Not-For-Profit Organization whose primary focus is working with youth; (ii) application by a Not-For-Profit Organization with a demonstrated history of gang intervention, gang prevention, ability to work with at-risk youth, and prior experience in such activities through grants from Public Agencies; (iii) application by Not-For-Profit Organization which agrees to and can demonstrate the ability to operate and maintain the facility to be constructed or developed on a long-term basis; (iv) application by a Not-For-Profit Organization with experience in park and open space acquisition and preservation.

(d) Grants for Specific County and Municipal Projects. In addition to those provisions contained in Section 5(b) above, the following provisions shall apply to the grants for specific County and municipal projects to be awarded pursuant to Sections 3 (a)(2) and 3 (b) of this Ordinance.

- (1) These grants shall be limited for acquisition of lands for public use, and improvements or development to publicly owned lands and facilities for the purposes set forth in Sections 3 (a) (2) and 3 (b) of this Ordinance.
- (2) An extension not to exceed two (2) years beyond the three-year time limit for expenditure or encumbrance of grant funds may be authorized by the Committee for reasonable cause.

Section 6. Disbursement of Funds.

(a) No funds authorized under Section 3 may be disbursed to any recipient unless the recipient agrees:

- (1) That grants for all programs in Section 3 shall be made available at least once every twelve (12) months with public notice from the County.
- (2) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds, except where leases are in effect. The recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property to another

Public Agency or another Not-For-Profit Organization in accordance with this Section. The recipient agency must provide adequate programming for any new facilities constructed with proceeds of the Bonds.

- (3) To use the property only for the purposes of this Ordinance and to make no other use, sale, or disposition of the property, except as provided in subdivision (b) of this Section.
- (4) Any beach, park or other public facility acquired, developed, rehabilitated or restored with funds from this act shall be open and accessible to the public without discrimination as to race, color, gender, age, religious belief, residence, national origin, marital status, or disability.
- (5) In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for purposes of this Ordinance, each recipient of funds pursuant to this Ordinance covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended. Each recipient of funds shall agree in writing to the conditions specified in paragraphs (2), (3), and (4) of this Section.

The conditions specified in paragraphs (2), (3), (4) and (5) of this Section shall not prevent the transfer of property acquired, developed, improved, rehabilitated or restored with funds authorized pursuant to Section 3 of this Ordinance from the recipient to any other Public Agency, to a Not-For-Profit Organization authorized to acquire, develop, improve or restore Public real property for park, wildlife, recreation, open space or gang prevention and intervention purposes, to the State of Florida or to the National Park Service, provided that any such successor to the recipient assumes the obligations imposed by such conditions.

(b) Any changes in use of any property acquired through grants pursuant to this Ordinance must be maintained in perpetuity for public park and recreation purposes. If the use of the property acquired through grants pursuant to this Ordinance is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient, subject to subdivision (a) of this Section, for a purpose authorized in that category or shall be reimbursed to the Trust Account and be available for appropriation only for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount

equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the grantee, subject to subdivision (a) of this Section, for a purpose authorized in that category or shall be reimbursed to the general fund and be available for appropriation only for a use authorized in that category. Nothing in this Section 6 shall limit a Public Agency from transferring property acquired pursuant to this Ordinance to the National Park Service or the State Park System, with or without consideration.

(c) Awards pursuant to this Ordinance shall first be available during the fiscal year in which Bond proceeds are initially available.

Section 7. Property Acquisition.

(a) All real property acquired pursuant to this Ordinance shall be acquired in compliance with Dade County Administrative Order 8-4 and Florida Statute 125.355, and all other applicable laws. Funds disbursed to a Public Agency other than the County in accordance with Section 3 shall be expended by that agency pursuant to an Interlocal agreement with Metro-Dade County.

(b) For the purposes of this Ordinance, acquisition may include gifts, purchases, leases, easements, the exercise of eminent domain, the transfer or exchange of property of like value, transfers of development rights or credits, and purchases of development rights and other interests.

(c) All grants, gifts, devises, or bequests to any of the qualified Public Agencies of this Ordinance, conditional or unconditional, for park, conservation, recreational, wildlife habitat, natural lands or other purposes for which real property may be acquired or developed pursuant to this Ordinance, shall be made in the name of the agency and accepted and received on behalf of the agency pursuant to the applicable Administrative Order of the County. The grants, gifts, devises or bequests shall be available for expenditure for the purposes specified in Section 3 hereof.

Section 8. Public Access and Community Involvement.

(a) Reasonable public access to lands and facilities funded by this Ordinance shall not be denied, except where that access may interfere with resource protection.

(b) All funds allocated pursuant to this Ordinance for projects involving the rehabilitation or restoration of beach, park, recreation, open space or natural lands shall be used to the maximum extent practical to employ residents from the surrounding community in which the particular rehabilitation or restoration project is being carried out.

(c) To the maximum extent feasible, Public Agencies and Not-For-Profit Organizations shall be encouraged and have authority to use funds received pursuant to this

34 55

Ordinance to provide funding through agreements with community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried out in their own communities. Such agreements shall be entered into solely for the accomplishment of the purposes set forth by this Ordinance.

Section 9. Environmental Review.

(a) Prior to recommending the acquisition of lands that are located on or near tidelands, submerged lands, swamp, or other wetlands, whether or not those lands have been granted in trust to a local Public Agency, any agency receiving funds pursuant to this Ordinance shall submit to the Dade County Department of Environmental Resources Management (DERM) any proposal for the acquisition of those lands pursuant to this measure. DERM may, at its discretion, within ninety (90) days of such a submission, review the proposed acquisition, make a determination as to the State's existing or potential interest in the lands, and report its findings to the entity making the submittal and to the County Manager.

(b) No wetlands or riparian habitat acquired pursuant to Section 3 shall be used as a dredge spoil area or shall be subject to revetment which damages the quality of the habitat for which the property was acquired.

(c) No provision of this Ordinance shall be construed as authorizing the condemnation of publicly-owned lands.

Section 10. Bond Capital.

(a) Pursuant to subdivision (e) of Section 5506.9 of the Public Resources Code, no proceeds from any Bonds, notes or other evidences of indebtedness issued by Dade County shall be used for any operations, maintenance or servicing purposes, except that such proceeds may be used to pay all costs incidental to the preparation and issuance of the Bonds.

(b) The amounts of all allocations designated in Section 3 are gross amounts, and shall be reduced not more than one percent (1%) for the costs of the overall administrative expenses of the Bond.

Section 11. Maintenance of Effort.

It is the intent of this Ordinance to produce a net benefit to the residents of Dade County. No substitution in capital project funding by the County and/or municipalities shall occur as a result of projects specifically funded by this bond issue.

Section 12. Sale of Bonds.

The Bonds may be issued either all at one time or in part from time to time as the Board of

38 56

County Commissioners may in its discretion determine by subsequent ordinance or resolution. The sale of such Bonds shall not be combined with the sale of any other bonds of the County.

Section 13. Independent Audit.

There shall be an annual independent audit of all proceeds of the Bonds. This audit shall examine all proceeds on hand and unexpended. The expense of the audit shall be paid from the general bond fund. All Bond recipients shall cooperate fully with the program's auditors.

The Committee shall have the right, in its sole discretion, to require recipients of any grant to retain the services of an independent private sector inspector general (IPSIG) to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the recipient and its contractor. Said audit shall include compliance with contract specifications and project costs, as well as the prevention of corruption and fraud. Grant agreements shall include an acknowledgment by the recipient that the Committee has the right to utilize an IPSIG.

Section 14. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 15. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Metropolitan Dade County, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word

Section 16. This Ordinance does not contain a sunset provision.

Section 17. This Ordinance shall become effective ten (10) days following the date of its enactment.

Section 18. In addition to any other remedies provided by law to any person or entity, the remedies provided in the Citizens Bill of Rights shall be available for violations of this Ordinance.

PASSED AND ADOPTED: JUL 1 6 1996

Approved by County Attorney as
to form and legal sufficiency.

AC

repared by:

57

57

Exhibit "A"

A. Four hundred thousand dollars (\$400,000) to the City of Coral Gables in accordance with the following schedule:

i. Three hundred thousand dollars (\$300,000) for the development and renovation of Phillips Park.

ii. Fifty thousand dollars (\$50,000) for Nat Winokur Park for the installation of new playground system.

iii. Fifty thousand dollars (\$50,000) for Salvador Park for the renovation of playground system and picnic pavilion.

B. Forty-eight thousand dollars (\$48,000) to the City of Florida City for Loren Roberts Park to develop a baseball and a softball field.

C. Five million dollars (\$5,000,000) to the City of Hialeah in accordance with the following schedule:

i. Two million six hundred thousand dollars (\$2,600,000) for McDonald Park for new lake contours, enhanced recreation areas, building renovations, fencing, lighting and other improvements.

ii. One million four hundred thousand dollars (\$1,400,000) for Dent Park for the construction of the Dent Park gymnasium.

iii. Six hundred thousand dollars (\$600,000) for the development of a neighborhood park located at West 32-36 Avenue connector Road (Hialeah and Hialeah Gardens Blvd.) and 79 Street.

iv. Two hundred and fifty thousand (\$250,000) for renovations and improvements at Cotson Park and Reid Pool Park, to include improved athletic fields, renovation of ballfield building and security lighting.

v. One hundred and fifty thousand (\$150,000), divided equally between Babcock Park and Milander Park for installation of new playgrounds/totlots to comply with the American with Disabilities Act (ADA) requirements.

D. One million five hundred thousand dollars (\$1,500,000) to the City of Homestead in accordance with the following schedule:

i. One million dollars (\$1,000,000) to implement the first phase of the development of the Homestead Equestrian Center and to be used to leverage additional funds for the completion of the Center.

ii. Five hundred thousand dollars (\$500,000) for Roby George Park for the development of the Phichol Williams Community Center.

E. Five hundred thousand dollars (\$500,000) to the Village of Key Biscayne for the development of Village Green Park.

F. Eighteen million dollars (\$18,000,000) to the City of Miami in accordance with the following schedule:

i. One million eight hundred thousand dollars (\$1,800,000) for the restoration of the historically designated Virrick Gym, to be used by persons with disabilities for adaptive sailing and other community youth-related activities.

ii. One million dollars (\$1,000,000) to complete a beach erosion control program on Virginia Key Beach and enhancements to the island dune systems.

iii. Eight hundred thousand dollars (\$800,000) for the development of a new recreation/senior trust building and site improvements at Maceo Park.

iv. Eight hundred thousand (\$800,000) for the improvements and renovations to the recreation building, swimming pool, and ballfields, courts and playgrounds at Gibson Park.

v. Eight hundred thousand dollars (\$800,000) for acquisition and renovations at Jose Marti Park.

vi. Eight hundred thousand dollars (\$800,000) for improvements and renovations to Hadley Park.

vii. Seven hundred thousand dollars (\$700,000) for renovations and improvements to the youth center and swimming pool at Virrick Park.

viii. Seven hundred thousand dollars (\$700,000) for improvements to the recreation building and renovations to the basketball/tennis court and baseball/softball fields and improvements to Douglas Park.

ix. Six hundred fifty thousand dollars (\$650,000) for recreation building

improvements, new and renovated basketball courts and baseball/softball fields, and swimming pool renovations for Shenandoah Park.

x. Five hundred thousand dollars (\$500,000) for the design and construction of the Virginia Key Environmental Education Center.

xi. Five hundred thousand dollars (\$500,000) to be used as local matching funds for the renovation and adaptive reuse of two historic structures, the Wagner Homestead and the Ft. Dallas Barracks for Lummus Park.

xii. Five hundred thousand dollars (\$500,000) for shoreline improvements, seating and plazas for Lummus Park.

xiii. Five hundred thousand dollars (\$500,000) to be used as a local match for other grants to extend the Miami Riverwalk.

xiv. Five hundred thousand dollars (\$500,000) for shoreline stabilization, building renovation and new tennis court and roller hockey facility enhancement at Peacock/Myers Park.

xv. Five hundred thousand dollars (\$500,000) for shoreline stabilization, swimming pool facility renovation, tennis center renovation, and lighting at Morningside Park.

xvi. Four hundred fifty thousand dollars (\$450,000) for improvements to the recreation center for Persons with Disabilities Programs, renovations to ballfields, and new playground and improvements at Kinloch Park.

xvi. Four hundred fifty thousand dollars (\$450,000) for renovations and improvements to Williams Park.

xvii. Four hundred twenty-five thousand dollars (\$425,000) for renovations and improvements at Athalie Range Park.

xviii. Three hundred fifty thousand dollars (\$350,000) for improvements and renovations at Robert King High Park.

xix. Three hundred fifty thousand dollars (\$350,000) for recreation building renovations and swimming pool facility renovations at Curtis Park.

xx. Three hundred fifty thousand dollars (\$350,000) for building

renovations and exercise course at Roberto Clemente Park.

xxi. Three hundred fifty thousand dollars (\$350,000) for renovations to building, ballfield and swimming pool facility and new playground and volleyball courts at West End Park.

xxii. Three hundred thousand dollars (\$300,000) for shoreline stabilization, new playground, exercise course, volleyball court and lighting at Pace Park.

xxiii. Three hundred thousand dollars (\$300,000) for improvements to the tennis center/restroom building, new tennis court and lighting upgrade for Kirk Munroe Park.

xxiv. Three hundred thousand dollars (\$300,000) for building and ballfield renovations, playground expansion and security lighting upgrade for Allapattah Comstock Park.

xxv. Four hundred thousand dollars (\$400,000) for recreation building and ballfield renovations, new playground and new sports lighting at Fern Isle Park.

xxvi. Three hundred twenty-five thousand dollars (\$300,000) for expansion, renovation and improvements at Buena Vista Park.

xxvii. Two hundred thousand dollars (\$200,000) for repair and renovation of Manuel Artime Center Theater, to improve handicapped accessibility, and exterior security lighting.

xxviii. One hundred fifty thousand dollars (\$150,000) for renovations and improvements to recreation building, ballfields and new sports lighting at Moore Park.

xxix. One hundred fifty thousand dollars (\$150,000) for renovations and improvements to recreation building, ballfields, playground and lighting at Grapeland Park.

xxx. One hundred fifty thousand dollars (\$150,000) for building and court renovations, new fencing, playground and improvements at Belafonte-Tacolcy Center.

xxxi. One hundred fifty thousand dollars (\$150,000) for recreation and parking improvements, playground expansion, fencing and sports lighting

at Reeves Park.

xxxii. One hundred fifty thousand dollars (\$150,000) for shoreline stabilization and site building improvements, including exercise course at Legion Park.

xxxii. The hundred fifty thousand dollars (\$150,000) for building renovation, fencing and lighting for Simpson Park.

xxxiii. One hundred fifty thousand dollars (\$150,000) for improvements and renovations at Dorsey Park.

xxxiv. One hundred twenty-five thousand dollars (\$125,000) for renovations, improvements and shoreline enhancements to Kennedy Park.

xxxv. One hundred twenty-five thousand (\$125,000) for building and ballfield renovations and new playground and fencing at Coral Gate Park.

xxxvi. One hundred thousand dollars (\$100,000) for softball field and basketball court renovations, new playgrounds and volleyball court at Southside Park.

xxxvii. One hundred thousand dollars (\$100,000) for building and court renovations, playground and lighting for Bryan Park.

xxxviii. One hundred and twenty thousand dollars (\$125,000) for amphitheater renovations, playing field improvements and new tot lot for African Square Park.

xl. One hundred thousand dollars (\$100,000) for court and ballfield renovations, new fencing, lighting and playground at Armbrister Park.

xli. One hundred thousand dollars (\$100,000) for new restroom facility, fencing, playground expansion, security/sport lighting and irrigation at Henderson Park.

xl. One hundred thousand dollars (\$100,000) for park expansion and improvements and ballfield construction at Lemon City Park.

xl. One hundred thousand dollars (\$100,000) for park expansion and site improvement at Maximo Gomez Park (Domino Park).

xliv. One hundred thousand dollars (\$100,000) for new playground, lighting

and renovations of courts, ballfields and restrooms at Riverside Park.

xliv. One hundred thousand dollars (\$100,000) for renovations and site improvements, including walkways and nature trails at Alice Wainwright Park.

xlvi. One hundred thousand dollars (\$100,000) for baywalk lighting at Bayfront Park.

xlviii. One hundred thousand dollars (\$100,000) for building renovations, new playground, court renovations and lighting upgrade at Bryan park.

xlvi. One hundred thousand dollars (\$100,000) for new fencing, playground and volleyball court and renovation of restrooms, parking lot improvements and improved lighting at Sewell Park.

G. Six million three hundred seventy-five thousand dollars (\$6,375,000) to the City of Miami Beach in accordance with the following schedule:

i. Three million dollars (\$3,000,000) for beach and boardwalk renovation and restoration.

ii. Two million one hundred fifty thousand dollars (\$2,150,000) for renovation of North Shore Open Space Park.

iii. One million dollars (\$1,000,000) for swimming pool renovation at municipal parks.

iv. Two hundred twenty-five thousand dollars (\$225,000) for rehabilitation of the Police Athletic League (P.A.L.) Juvenile Center at Flamingo Park.

H. Five hundred thousand dollars (\$500,000) to the City of Miami Springs in accordance with the following schedule:

i. Four hundred fifty-seven thousand dollars (\$457,000) for municipal pool renovation at the Municipal Recreation Center.

ii. Forty-three thousand dollars (\$43,000) for Prince Field renovations.

One million dollars (\$1,000,000) to the City of North Miami for the development of the North Miami Community Center.

J. Two million eight hundred fifty thousand dollars (\$2,850,000) to the City of North Miami

63

Beach in accordance with the following schedule:

- i. One million eight hundred fifty thousand dollars (\$1,850,000) for the acquisition and development of the 167th Street Athletic Field.
- ii. One million dollars (\$1,000,000) for the development of the North Miami Beach Youth Enrichment Services (Y.E.S.) Center at Government Center.

K. One hundred seventy thousand dollars (\$170,000) to the City of Opa Locka for the development of Segal Park.

L. Three hundred thousand dollars (\$300,000) to the City of South Miami for the development of the Murray Park Recreation Center.

M. Five hundred thousand dollars (\$500,000) to the City of Sweetwater for the expansion and/or development of Antonio Maceo Park.

N. One hundred twenty-five thousand dollars (\$125,000) to the City of West Miami for the renovation and development of the recreation center and Cooper Park.

O. Fifty million seven hundred thirty-two thousand dollars (\$50,732,000) to Dade County UMMA, in accordance with the following schedule:

i. Four million dollars (\$4,000,000) for local park expansion at the following parks:

a. One million five hundred thousand dollars (\$1,500,000) for Carol City Community.

b. One million five hundred thousand dollars (\$1,500,000) at Gwen Cherry Park.

c. One million dollars (\$1,000,000) for Cutler Ridge Neighborhood.

ii. Five million dollars (\$5,000,000) to Dade County UMMA for park pool development, including the acquisition of a family aquatic center for approximately two million dollars (\$2,000,000), and the renovation and upgrade of aquatic facilities for approximately five hundred thousand dollars (\$500,000), each at Norwood, Gwen Cherry, Cutler Ridge, South Dade, A.D. Barnes, and Tamiami Parks.

iii. Forty one million seven hundred thirty thousand dollars (\$41,732,000) to

JB 64

Dade County UMSA for local park development in accordance with the following schedule:

a. Five hundred thousand dollars (\$500,000) for neighborhood park development at Brentwood Park.

b. One million eight hundred thousand dollars (\$1,800,000) to complete park development, including a small community center and lighted athletic fields, at Rolling Oaks Park.

c. One million dollars (\$1,000,000) to continue park development, including addition to existing recreation building and walkways along Oleta River at Highland Oaks Park.

d. Seven hundred fifty thousand (\$750,000) for park development, including recreation building, at Lakes by the Bay Park.

e. Eight hundred thousand dollars (\$800,000) for park development including recreation building, at Deerwood Park.

f. Two million dollars (\$2,000,000) to complete park development with community football/soccer stadium, recreation center, playground and athletic fields at Southridge Park.

g. One million five hundred thousand dollars (\$1,500,000) to continue park development, including community building, completion of softball complex and restroom/concession/storage building, at Kendall Indian Hammocks Park.

h. Five hundred thousand dollars (\$500,000) to continue park development with lighted soccer fields, tot lot and picnic shelter at Southern Estates Park.

i. Eight hundred thousand dollars (\$800,000) to continue park development, including recreation building, at Millers Pond Park.

j. Nine million dollars (\$9,000,000) for park and recreation land acquisition in West Kendall Area, with phase I district park development to include lighted ballfields, soccer fields, restroom/concession building and maintenance facility, for West Kendall Park.

47 65

k. Six hundred seventy-five thousand dollars (\$675,000) to continue park development to include lighted soccer and multipurpose fields at Westwind Lakes Park.

l. Six hundred seventy-five thousand dollars (\$675,000) to continue park development to include multipurpose athletic fields, tennis courts, multipurpose courts, tot lot and picnic shelter at Country Lake Park.

m. Eight hundred thousand dollars (\$800,000) to continue park development to include lighted soccer fields, multipurpose courts, restroom/storage/concession building at Country Village Park.

n. Two million six hundred eighty-two thousand dollars (\$2,682,000) for park development to include picnic shelters, walkway and jogging paths, recreation/fitness center and courts at Miami West Park.

o. One million dollars (\$1,000,000) for further park development to include community center at The Women's Park.

The following park projects promote juvenile crime prevention:

p. Three million dollars (\$3,000,000) to develop large recreation center in the Miami Carol City Park area.

q. Seven hundred fifty thousand dollars (\$750,000) to develop park to include multipurpose courts, athletic fields and upgrade of existing recreation center at Perrine Park.

r. One million dollars (\$1,000,000) to complete recreation building and upgrade other park facilities at Goulds Park.

s. Four million dollars (\$4,000,000) for phase I development to include athletic fields, trails and picnicking areas at HAFB Recreation Area.

t. One million dollars (\$1,000,000) to initiate development of new community park at Royal Colonial Park.

u. Four million five hundred thousand dollars (\$4,500,000) to replace stadium field house, provide a baseball complex, upgrade equestrian center, electrical utilities and irrigation at Tropical Park.

78 66

v. Two million dollars (\$2,000,000) to continue park development, including soccer fields and recreation center expansion, at Tamiami Park.

w. One million dollars (\$1,000,000) for further park development to include recreation building, additional parking, landscaping and lighting of existing ballfield at Ruben Dario Park.

1. The Department of Parks and Recreation is authorized to expend the sum of \$2,000,000 for the purpose of continuing park development, including soccer fields and recreation center expansion, at Tamiami Park.

2. The Department of Parks and Recreation is authorized to expend the sum of \$1,000,000 for the purpose of further park development to include recreation building, additional parking, landscaping and lighting of existing ballfield at Ruben Dario Park.

Exhibit "B"

1. Nineteen million nine hundred thousand dollars (\$19,900,000) to the County Park and Recreation Department for the development, improvement, restoration, rehabilitation or acquisition of real property for beaches and Biscayne Bay access, in accordance with the following schedule:

A. Three million dollars (\$3,000,000) for beach restoration and dune renourishment, to be used as the local match for Federal and State of Florida funds in projects south of the County line to Government Cut.

B. Five hundred thousand dollars (\$500,000) for development, including canal improvements, northside restroom building and picnic area upgrades to Black Point Park.

C. Two million dollars (\$2,000,000) to initiate master plan development, including picnic shelters, fishing and canoe launch area at Chapman Field Park.

D. Six million dollars (\$6,000,000) for restoration and upgrade, including garden areas, cabanas, picnic areas, restrooms, dockmaster's building, and park traffic circulation features at Crandon Park.

E. Four million dollars (\$4,000,000) for upgrading restroom and lifeguard facilities, beach side picnic shelters, fishing pier reconstruction, lighting and parking improvements at Haulover Park.

F. One million dollars (\$1,000,000) to renovate and upgrade atoll pool and picnic areas at Homestead Bayfront Park.

G. Two million dollars (\$2,000,000) to renovate and upgrade the atoll pool, roadways and picnic areas at Matheson Hammock Park.

H. One million four hundred thousand dollars (\$1,400,000) for continued historic preservation, development of interpretive trails and bay shore access at Charles Deering Estate.

2. Fifty-seven million four-hundred fifty thousand dollars (\$57,450,000) to the County Park and Recreation Department for the development, improvement, restoration, rehabilitation or acquisition of real property for regional parks, regional recreation or heritage facilities and natural area preserves, in accordance with the following schedule:

A. One million five hundred thousand dollars (\$1,500,000) to provide ADA compliance at existing regional county park facilities.

68

B. Four million dollars (\$4,000,000) for the restoration of park and recreation natural areas and preserves to a maintenance level.

C. One million dollars (\$1,000,000) for the complete facility development, including a new music hall, additional landscaping and access control for the African Heritage Cultural Arts Center.

D. Two million dollars (\$2,000,000) for development of lighted soccer fields and multipurpose ballfields, sand volleyball courts for public recreation to serve northeast Dade and intramural for FIU Bay Vista Campus.

E. Three hundred thousand dollars (\$300,000) to upgrade facility for the Dade County Auditorium to meet fire code provisions and provide general renovation.

F. One million five hundred thousand dollars (\$1,500,000) to continue renovation and upgrading of gardens, orchards, arbors and buildings for Redland Fruit & Spice Park.

G. One million dollars (\$1,000,000) to renovate and upgrade pool, shelter, light shuffleboard courts, install basketball court, tot lot, sand volleyball pit, recreation building, and for camping utility hookups at Larry & Penny Thompson Park.

H. Twelve million dollars (\$12,000,000) toward completion of the second lobe, "The Latin American Experience," at Metrozoo, in accordance with approved plans, to be implemented by the Dade County Park and Recreation Department in consultation with the Zoological Society of Florida.

I. Two hundred fifty thousand dollars (\$250,000) to initiate design and development for South Dade Cultural Arts Facility.

J. Four million dollars (\$4,000,000) for continued development of an education complex at Fairchild Tropical Garden, including new construction and bringing existing structures up to ADA and County building code requirements in accordance with approved Fairchild Tropical Garden master plan to be implemented by its Board of Trustees in partnership with the County Park and Recreation Department.

K. Four million dollars (\$4,000,000) for natural areas and for in-holding acquisition at the existing parks:

a. Two million dollars (\$2,000,000) for Charles Deering Estates Outparcels.

b. Six hundred thousand dollars (\$600,000) for East Greynolds/Oleta River

~~57~~ 69

corridor.

c. Five hundred thousand dollars (\$500,000) for Camp Owaissa Bauer addition.

d. Five hundred thousand dollars (\$500,000) for PLANT additions.

e. Four hundred thousand dollars (\$400,000) for Redland Fruit & Spice Park outparcels.

L. Three million dollars (\$3,000,000) to renovate and repair youth camp grounds, install irrigation, rehabilitate entry feature, install picnic shelters, and complete engineering on swimming hole restoration at Greynolds Park.

M. Eight hundred thousand dollars (\$800,000) for the initial acquisition, design and development of an Hispanic Heritage Cultural Arts Facility.

N. Four million dollars (\$4,000,000) for the acquisition, planning, design and development of the former Parrot Jungle property, if made available for acquisition, to be implemented by the County Park and Recreation Department or the County Park and Recreation Department in joint partnership with the Village of Pinecrest pursuant to interlocal agreement.

O. One million eight-hundred thousand dollars (\$1,800,000) for the implementation of the adopted South Dade Greenways Plan.

P. Two million dollars (\$2,000,000) for the expansion and development of a watersports center at the historic Virrick Gym site, with special emphasis on serving disabled persons.

The following park projects promote juvenile crime prevention:

Q. Six million dollars (\$6,000,000) for further park development with soccer fields, softball complex, a large recreation center and swimming beach at Amelia Earhart Park.

R. Three million dollars (\$3,000,000) to initiate regional park development, including youth and adult athletic facilities at Ives Estates Park.

S. Two million dollars (\$2,000,000) to renovate and upgrade group cabins and lodge kitchen and swimming pool for youth groups at Camp Owaissa Bauer Park.

T. Three million dollars (\$3,000,000) for development of a Youth Education and Sports Facility in the Carol City Area.

ATTACHMENT 3

Agreement # S/PC01-4

SAFE NEIGHBORHOOD PARKS BOND PROGRAM SPECIFIED/PER CAPITA GRANTS AGREEMENT

This Agreement, made this 20th day of September, 2001, by and between Miami-Dade County, a political subdivision of the State of Florida (County) through its Office of Safe Neighborhood Parks (Office), located at 10710 S.W. 211 Street, Room 109, Miami, FL 33189, and Miami-Dade County, Park & Recreation Department (Grantee) having offices at 275 N.W. 2nd Street, 5th Floor, Miami, FL 33128 states conditions and covenants for the rendering of Safe Neighborhood Parks Bond Project (Project(s)) for the County.

WHEREAS, the citizens of Miami-Dade County have authorized the issuance of general obligation bonds for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

WHEREAS, to implement and give effect to the bond program, Miami-Dade County, Florida enacted Ordinance 96-115, the Safe Neighborhood Parks Ordinance; and

WHEREAS, it is necessary and desirable to improve the quality of life, to preserve property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreation facilities for youth, adult, and senior citizens in this community through the improvement of our parks and natural areas; and

WHEREAS, in order to foster those important values, the project(s) listed herein have been identified for reimbursement pursuant to the terms of the Ordinance;

NOW, THEREFORE, the parties agree as follows:

I. **SCOPE OF SERVICE & BUDGET SUMMARY.** The Grantee agrees to render services in accordance with the Brief Grant Summary statement incorporated, and that all expenditures or costs shall be made in accordance with the Budget(s) which is incorporated and attached as Exhibit(s). (See Section XV - H).

II. **ADMINISTRATIVE RULES & BOND ORDINANCE.** The Grantee agrees to abide by and be governed by the Administrative Rules for Specified Project Grants, Per Capita Allocation Grants, Challenge Grants, and Interest Earnings and the Bond Ordinance, copies of which have been provided the Grantee by the Office. Without limiting the generality of the preceding sentence, the Grantee agrees to : Payment Procedures (Ord., Sec.6 & Rules, 10B); Breach of Agreement (Rules, 10B(6) & 11E); Termination (Rules, 11E); Prohibited Use of Funds (Rules,

10E); Required Documentation (Rules, 11C & 12); Operating Funds (Ord., Sec. 5(b)(1)); Completion of Project and Supplemental Funding (Rules, 10B(11)); and Audits (Ord., Sec. 13 & Rules, 10B(8)).

III. **EFFECTIVE TERM.** Both parties agree that the effective term of this Agreement shall be from September 1, 2001 to August 31, 2004. Failure by the Grantee to complete the project by the aforementioned date, unless extended, shall be cause for the County to terminate this Agreement.

IV. **AMOUNT PAYABLE.** The maximum amount payable for the project(s) rendered under this Agreement, shall not exceed \$23,228,177 unless otherwise amended.

V. **FUNDING COMMITMENT.** In the event that the project(s) requires further funding, funding for subsequent years is conditioned upon appropriation by the Board of County Commissioners of Miami-Dade County, Florida, with no representation that funds will be forthcoming.

VI. **FUNDING REGULATIONS.** Establishment of residency requirements, imposition of non-resident fees, or failure of the Grantee to comply with any other conditions established by the Safe Neighborhood Parks Citizens' Oversight Committee (Oversight Committee) shall be cause for the County to terminate this Agreement unless an exception is granted by the Oversight Committee.

VII. **CONDITIONS OF AWARD.**

A. Completed facility construction will have a permanent plaque, approved by the Oversight Committee, as to material, form, and content, affixed to the facility noting funding through the Safe Neighborhood Parks bond program.

B. All fencing funded with Safe Neighborhood Parks bond proceeds will comply with the current South Florida Building Code specifications for such facilities.

VIII. **INSURANCE.**

If the Grantee is the State of Florida or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Grantee shall furnish the County, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

IX. **CIVIL RIGHTS.** The Grantee agrees to abide by Chapter 11A, Article IV of the Code of Miami-Dade County ('County Code'), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section

documents, bid and agreement documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Grantee, its officers, agents and employees. The Grantee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by Grantee in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct an audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XII. OFFICE OF THE MIAMI-DADE INSPECTOR GENERAL. Pursuant to Ordinance No. 97-215, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

Upon ten (10) days written notice to Grantee from IG, the Grantee shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said mandatory random audits, as well as audit, investigate, monitor, oversee, inspect and review the operations, activities and performance and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities, of Grantee, its officers, agents and employees, lobbyists, county staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud. This mandatory random audit is separate and distinct from any other audit by the County of any audit performed under Section XI "Independent Private-Sector Inspector General".

The provisions in this section shall apply to the Grantee, its officers, agents and employees. The Grantee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by Grantee in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XIII. **NOTICES.** It is understood and agreed between the parties that written notice addressed to the Office and mailed (certified/return receipt) or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the Grantee and mailed (certified/return receipt) or delivered to the address appearing on page one(1) of this Agreement shall constitute sufficient notice to either party.

XIV. **TERMINATION.** If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants, agreements, stipulations, representations or warranties herein, the County shall have the right to terminate this Agreement by giving at least ten (10) days prior written notice to the Grantee.

XV. **MISCELLANEOUS.**

A. **Governing Law.** The Grantee agrees to comply with all applicable federal , state and county laws, rules and regulations which are incorporated by reference or fully set forth. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

B. **Modifications.** Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

C. **Counterpart.** This Agreement is signed in 4 counterparts, and each counterpart shall constitute an original of this Agreement.

D. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

E. **Agreement Contact.** The County's representative for this agreement is Beverly N. Mirman, D.P.A.. The Grantee's representative for this agreement is _____

F. **Fringe Benefits.** In the event that a percentage of actual salary will be utilized as the method to claim eligible fringe benefit costs pursuant to Section 10 (D) (2) (c) of the Rules, such percentage shall not exceed _____ %. This percentage shall be demonstrated to the reasonable satisfaction of the County. Documentation in support of this percentage shall be submitted to the Office for approval contemporaneously with the execution of this Agreement.

G. **Subcontracts.** Any subcontracts written under the provisions of the Ordinance (Sections 5 (b) (5) and 8 (c)) require prior review and written approval of the County.

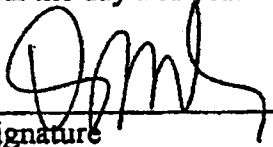
H. Totality of Agreement / Severability of Provisions. This 29 page Agreement with its recitals on the first page of the agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment 1: Miami-Dade County Affidavits

Exhibit(s) 1 through 21 : Approved Project(s) and Budget(s)

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day and year first above written.



Signature

Park & Recreation Dept., Director

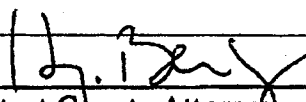
Title

Vivian Donnell Rodriguez

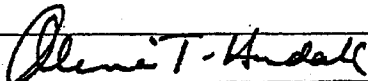
Name (typed)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

MIAMI-DADE COUNTY, FLORIDA



Assistant County Attorney

By: 

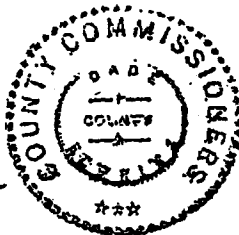
Steve Shiver
County Manager

ATTEST:

HARVEY RUVIN, CLERK

By: 

Deputy Clerk



METRO-DADE BUSINESS ENTITY AFFIDAVITS

I, Vivian Donnell Rodriguez, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with Metro-Dade County are (Post Office addresses are not acceptable):

59-6000573

Federal Employer Identification Number (If none, Social Security Number)

Miami-Dade Park and Recreation Department

Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (If same as above, leave blank)

275 N.W. 2nd Street Miami Florida 33128
Street Address City State Zip Code

I. METRO-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable).

Full Legal Name	Address	Ownership
N/A		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable).

II. METRO-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sect. 2.8-1; Subsection (d)(2)). The following information and attachments are provided and are in compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? X Yes No
2. Does your firm provide paid health care benefits for its employees? X Yes No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<u>209</u> Males	<u>76</u> Females	Asian:	<u> </u> Males	<u> </u> Females
Black:	<u>225</u> Males	<u>74</u> Females	American Indian:	<u> </u> Males	<u> </u> Females
Hispanics:	<u>257</u> Males	<u>67</u> Females	Aleut (Eskimo):	<u> </u> Males	<u> </u> Females
Other:	<u>10</u> Males	<u>3</u> Females		<u> </u> Males	<u> </u> Females

~~76~~ 76

III. METRO-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15)

That in compliance with Ordinance No. 92-15 of the Code of Metropolitan Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firms' policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

IV. METRO-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91)

That in compliance with ordinance No. 142-91 of the ode of Metropolitan Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

By:


(Signature of Affiant)

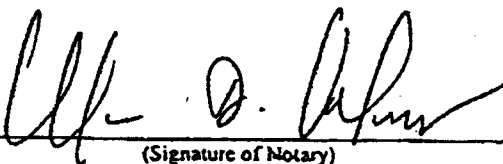
8/17/01
(Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 17th day of August 2001.

by Vivian Donnell-Rodriguez He/She is personally known to me or has presented

as identification.

(Type of Identification)


(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)



Marie D. Valenti
Commission # CC 800975
Expires FEB. 12, 2003
BONDED THRU
ATLANTIC BONDING CO., INC.

(Expiration Date)

Notary Public - State of

FLORIDA
(State)

Notary Seal

ATTACHMENT 4

**SAFE NEIGHBORHOOD PARKS BOND PROGRAM
SERIES 02 SPECIFIED/PER CAPITA GRANTS
AGREEMENT**

This Agreement, made this 12th day of December, 2002, by and between Miami-Dade County, a political subdivision of the State of Florida (County) through its Office of Safe Neighborhood Parks (Office), located at 10710 S.W. 211 Street, Room 109, Miami, FL 33189, and Miami-Dade County Park & Recreation Department (Grantee) having offices at 275 N.W. 2nd Street, 5th Floor, Miami, FL 33128 states conditions and covenants for the rendering of Safe Neighborhood Parks Bond Project (Project(s)) for the County.

WHEREAS, the citizens of Miami-Dade County have authorized the issuance of general obligation bonds for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

WHEREAS, to implement and give effect to the bond program, Miami-Dade County, Florida enacted Ordinance 96-115, the Safe Neighborhood Parks Ordinance; and

WHEREAS, it is necessary and desirable to improve the quality of life, to preserve property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreation facilities for youth, adult, and senior citizens in this community through the improvement of our parks and natural areas; and

WHEREAS, in order to foster those important values, the project(s) listed herein have been identified for reimbursement pursuant to the terms of the Ordinance;

NOW, THEREFORE, the parties agree as follows:

I. **SCOPE OF SERVICE & BUDGET SUMMARY.** The Grantee agrees to render services in accordance with the Brief Grant Summary statement incorporated, and that all expenditures or costs shall be made in accordance with the Budget(s) which is incorporated and attached as Exhibit(s). (See Section XV - H).

II. **ADMINISTRATIVE RULES & BOND ORDINANCE.** The Grantee agrees to abide by and be governed by the Administrative Rules for Specified Project Grants, Per Capita Allocation Grants, Challenge Grants, and Interest Earnings and the Bond Ordinance, copies of which have been provided the Grantee by the Office. Without limiting the generality of the preceding sentence, the Grantee agrees to : Payment Procedures (Ord., Sec.6 & Rules, 10B); Breach of Agreement (Rules, 10B(6) & 11E); Termination (Rules, 11E); Prohibited Use of Funds (Rules, 10E); Required Documentation (Rules, 11C & 12); Operating Funds (Ord., Sec. 5(b)(1)); Completion of Project and Supplemental Funding (Rules, 10B(11)); and Audits (Ord., Sec. 13 &

78

Rules, 10B(8)).

III. **EFFECTIVE TERM.** Both parties agree that the effective term of this Agreement shall be from December 23, 2002 to December 22, 2005. Failure by the Grantee to complete the project by the aforementioned date, unless extended, shall be cause for the County to terminate this Agreement.

IV. **AMOUNT PAYABLE.** The maximum amount payable for the project(s) rendered under this Agreement, shall not exceed \$ 10,935,072 unless otherwise amended.

V. **FUNDING COMMITMENT.** In the event that the project(s) requires further funding, funding for subsequent years is conditioned upon appropriation by the Board of County Commissioners of Miami-Dade County, Florida, with no representation that funds will be forthcoming.

VI. **FUNDING REGULATIONS.** Establishment of residency requirements, imposition of non-resident fees, or failure of the Grantee to comply with any other conditions established by the Safe Neighborhood Parks Citizens' Oversight Committee (Oversight Committee) shall be cause for the County to terminate this Agreement unless an exception is granted by the Oversight Committee.

VII. **CONDITIONS OF AWARD.**

A. Completed facility construction will have a permanent plaque, approved by the Oversight Committee, as to material, form, and content, affixed to the facility noting funding through the Safe Neighborhood Parks bond program.

B. All fencing funded with Safe Neighborhood Parks bond proceeds will comply with the current Florida Building Code specifications for such facilities.

VIII. **INSURANCE.**

If the Grantee is the State of Florida or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Grantee shall furnish the County, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

IX. **CIVIL RIGHTS.** The Grantee agrees to abide by Chapter 11A, Article IV of the Code of Miami-Dade County ('County Code'), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination in Employment Act, 29 U.S.C., Section 621 et seq., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C., Section 794, as amended, which prohibits discrimination on the basis of disability; and the Americans

JP 79

with Disabilities Act, 42 U.S.C., Section 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Grantee must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. Section 1612, and the Fair Housing Act, 42 U.S.C. Section 3601 et seq. If the Grantee or any owner, subsidiary, or other firm affiliated with, or related to the Grantee, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Grantee. Any agreement entered into based upon a false affidavit shall be voidable by the County. If the Grantee violates any of the Acts during the term of any agreement the Grantee has with the County, such agreement shall be voidable by the County, even if the Grantee was not in violation at the time it submitted its affidavit.

X. **CONFLICT OF INTEREST.** The Grantee agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

XI. **INDEPENDENT PRIVATE-SECTOR INSPECTOR GENERAL.** The County shall have the right, but not the obligation, to require the Grantee, at the Grantee's own cost, to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Grantee and County in connection with this agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications; bid submittals, activities of Grantee, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon ten (10) days written notice to Grantee from an IPSIG, the Grantee shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Grantee's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and agreement documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends

80

received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Grantee, its officers, agents and employees. The Grantee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by Grantee in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct an audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XII. OFFICE OF THE MIAMI-DADE INSPECTOR GENERAL. Pursuant to Ordinance No. 97-215, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

Upon ten (10) days written notice to Grantee from IG, the Grantee shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said mandatory random audits, as well as audit, investigate, monitor, oversee, inspect and review the operations, activities and performance and procurement process including but not limited to project design, establishment of bid specifications; bid submittals, activities, of Grantee, its officers, agents and employees, lobbyists, county staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud. ~~This mandatory random audit is separate and distinct from any other audit by the County of any audit performed under Section XI "Independent Private-Sector Inspector General".~~

The provisions in this section shall apply to the Grantee, its officers, agents and employees. The Grantee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by Grantee in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are not intended nor shall they be construed to impose any liability on the County by Grantee or third parties.

XIII. NOTICES. It is understood and agreed between the parties that written notice addressed to the Office and mailed (certified/return receipt) or delivered to the address appearing

81

on page one (1) of the Agreement and written notice addressed to the Grantee and mailed (certified/return receipt) of delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party.

XIV. **TERMINATION.** If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants, agreements, stipulations, representations or warranties herein, the County shall have the right to terminate this Agreement by giving at least ten (10) days prior written notice to the Grantee.

XV. **MISCELLANEOUS.**

A. **Governing Law.** The Grantee agrees to comply with all applicable federal, state and county laws, rules and regulations which are incorporated by reference or fully set forth. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

B. **Modifications.** Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

C. **Counterpart.** This Agreement is signed in 4 counterparts, and each counterpart shall constitute an original of this Agreement.

D. **Headings. Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

E. **Agreement Contact.** The County's representative for this agreement is Beverly N. Mirman, D.P.A.. The Grantee's representative for this agreement is Ms. Carol Kruse.

F. **Fringe Benefits.** In the event that a percentage of actual salary will be utilized as the method to claim eligible fringe benefit costs pursuant to Section 10 (D) (2) (c) of the Rules, such percentage shall not exceed %. This percentage shall be demonstrated to the reasonable satisfaction of the County. Documentation in support of this percentage shall be submitted to the Office for approval contemporaneously with the execution of this Agreement.

G. **Subcontracts.** Any subcontracts written under the provisions of the Ordinance (Sections 5 (b) (5) and 8 (c)) require prior review and written approval of the County.

H. **Totality of Agreement / Severability of Provisions.** This 34 page Agreement with its recitals on the first page of the agreement and with its attachments as

82

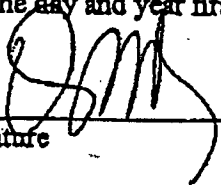
referenced below contain all the terms and conditions agreed upon by the parties:

Attachment 1: Miami-Dade County Affidavits

Exhibit(s) 1 through 26 : Approved Project(s) and Budget(s)

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day and year first above written.



Signature

Director, Park & Recreation Dept.
Title

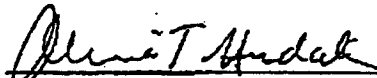
Vivian Donnell Rodriguez
Name (typed)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

MIAMI-DADE COUNTY, FLORIDA



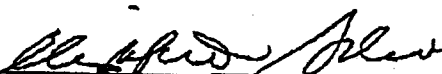
Assistant County Attorney

By: 

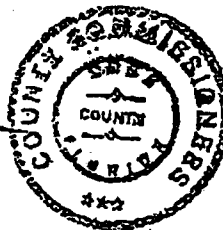
Steve Shiver
County Manager

ATTEST:

HARVEY RUVIN, CLERK

By: 

Deputy Clerk



**FOURTH AMENDMENT TO SERIES 02 CONTRACT
SPECIFIED/PER CAPITA**

THIS AMENDMENT TO CONTRACT, entered into this 9th day of December, 2004, by and between Miami-Dade County, a political subdivision of the State of Florida (County) through its Office of Safe Neighborhood Parks (Office), located at 10710 S.W. 211 Street, Room 109, Miami, FL 33189, and Miami-Dade County, Park and Recreation Department having offices at 275 N.W. 2nd Street, 5th Floor, Miami, Florida 33128 (Grantee),

WITNESSETH:

WHEREAS, by Resolution No. R-734-02, passed and adopted on July 9, 2002, the Board of County Commissioners authorized a Contract between the above named parties for the rendering of Safe Neighborhood Parks Bond Project(s); and

WHEREAS, the above named parties are desirous of amending the Series 02 Specified/Per Capita agreement which was entered into December 13, 2002; and

WHEREAS, both Office of Safe Neighborhood Parks and Miami-Dade County, Park & Recreation Department are desirous of amending said Contract to accomplish the purposes set forth below,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

84

1. Section IV, Amount Payable is amended to read as follows:

The maximum amount payable for the project(s) rendered under this Agreement, shall not exceed \$10,935,072 unless otherwise amended.

Section XVII, paragraph H is amended to read as follows:

Exhibits(s) 1 – 26: Approved Project(s) and Budget(s)

This amendment replaces Exhibits 3 and 8 that were approved in the original agreement dated February 12, 2003 or in prior amendments dated April 16, 2003; February 11, 2004 and March 5, 2004.

In all other respects the Contract shall remain in full force and effect in accordance with the terms and conditions specified therein.

IN WITNESS WHEREOF the parties have caused this Amendment to Contract to be executed on their behalf as of the date first above written.

Signature

Vivian Donnell Rodriguez
Name (typed)

Park & Recreation Dept. Director
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

MIAMI-DADE COUNTY, FL

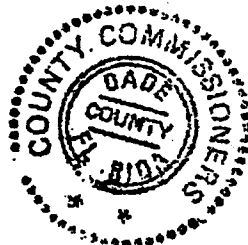
By: *M. Martinez - Lid*
County Attorney

By: *[Signature]*
~~CA~~ George M. Burgess
County Manager

ATTEST:

HARVEY RUVIN, CLERK

By: *[Signature]*
Deputy Clerk



SAFE NEIGHBORHOOD PARKS BOND PROGRAM
CITY OF MIAMI GARDENS 2001 AND 2002 ALLOCATIONS AND BALANCES

ATTACHMENT 5

PARK PROJECT	REF	Bond Series	Ordinance Reference	New CD	Original Grant Allocation	Available Balance
Bunche	P	2002	(3)(a)(1)(ii)	1	\$42,075	\$42,075
Carol City YES Center	SR	2002	(B)(2)(T)	1	\$600,000	\$460,342
Myrtle Grove	P	2002	(3)(a)(1)(ii)	1	\$84,150	\$84,150
Norwood Park	P	2002	(3)(a)(1)(ii)	1	\$70,000	\$70,000
Rolling Oaks	SU	2002	(A)(O)(iii)(b)	1	\$200,000	\$200,000
Scott Park	P	2001	(3)(a)(1)(ii)	1	\$312,840	245723
					\$2,874,912	\$1,102,290

88

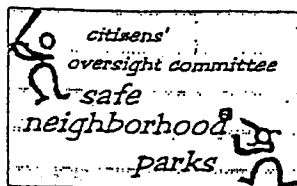


EXHIBIT 19

District 1

MIAMI-DADE COUNTY

SCOTT PARK - PHASE II

DESIGN AND CONSTRUCT MINI-RECREATION CENTER (PARTIAL COSTS).

BUDGET ITEMS

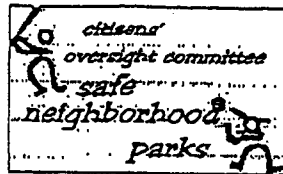
	Fiscal Year 2001-2002	Fiscal Year 2002-2003	Fiscal Year 2003-2004	TOTAL SNP AWARD
PLANNING	0	0	0	0
DESIGN	35,000	0	0	35,000
PROJECT ADMINISTRATION	15,000	0	0	15,000
PRE-AGREEMENT SOFT COSTS	0	0	0	0
CONSTRUCTION				
MINI-RECREATION CENTER	240,000	0	0	240,000
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Pre-Agreement Construction Costs	0	0	0	0
Construction Contingency	18,940	0	0	18,940
TOTAL CONSTRUCTION	258,940	0	0	258,940
ART ALLOWANCE (Miami-Dade Only)	3,900	0	0	3,900
FIXTURES, FURNITURE, EQUIPMENT	0	0	0	0
OTHER COSTS	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
PROJECT CONTINGENCY	0	0	0	0
EXPENDITURE TOTALS	312,840	0	0	312,840

Remarks

PRE-AGREEMENT COSTS OF \$34,000 FOR DESIGN PHASE IN-HOUSE AND CONSULTANT CHARGES FOR RECREATION CENTER.

20 89

SPECIFIED PER CAPITA



EXHIBIT

6

District 1

MIAMI-DADE COUNTY

BUNCHE PARK - PHASE I

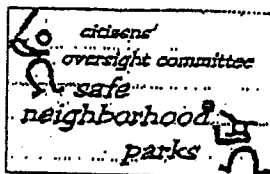
DESIGN FOR RENOVATION OF EXISTING RECREATION CENTER.

BUDGET ITEMS	Fiscal Year 2002-2003	Fiscal Year 2003-2004	Fiscal Year 2004-2005	TOTAL SNP AWARD
PLANNING	0	0	0	0
DESIGN	38,000	0	0	38,000
PROJECT ADMINISTRATION	4,075	0	0	4,075
PRE-AGREEMENT SOFT COSTS	0	0	0	0
CONSTRUCTION	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Pre-Agreement Construction Costs	0	0	0	0
Construction Contingency	0	0	0	0
TOTAL CONSTRUCTION	0	0	0	0
ART ALLOWANCE (Miami-Dade Only)	0	0	0	0
FIXTURES, FURNITURE, EQUIPMENT	0	0	0	0
OTHER COSTS	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
PROJECT CONTINGENCY	0	0	0	0
EXPENDITURE TOTALS	42,075	0	0	42,075

Remarks

20 90

SPECIFIED PER CAPITA



EXHIBIT

8

District 1

MIAMI-DADE COUNTY

Carol City YES Center - Phase 1

COMPLETE DESIGN AND INITIATE CONSTRUCTION OF COMMUNITY CENTER BUILDING.

BUDGET ITEMS

	Fiscal Year 2002-2003	Fiscal Year 2003-2004	Fiscal Year 2004-2005	TOTAL SNP AWARD
PLANNING	0	0	0	0
DESIGN	44,400	0	0	44,400
PROJECT ADMINISTRATION	0	0	0	0
LAND/BLDG ACQUISITION	0	0	0	0
CONSTRUCTION				
67,000 SQ. FT. COMMUNITY CENTER	536,400	0	0	536,400
BUILDING/PARTIAL	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Pre-Agreement Construction Costs	0	0	0	0
Construction Contingency	19,200	0	0	19,200
TOTAL CONSTRUCTION	555,600	0	0	555,600
ART ALLOWANCE (Miami-Dade Only)	0	0	0	0
FIXTURES, FURNITURE, EQUIPMENT	0	0	0	0
OTHER COSTS	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
PROJECT CONTINGENCY	0	0	0	0
EXPENDITURE TOTALS	600,000	0	0	600,000

Remarks

THIS PROJECT IS DONE IN CONJUNCTION WITH THE MIAMI CAROL CITY AREA PARK.

23 91

SPECIFIED PER CAPITA

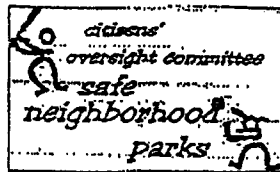


EXHIBIT 16

District 1

MIAMI-DADE COUNTY

MYRTLE GROVE PARK - PHASE I

DESIGN FOR RENOVATION OF EXISTING RECREATION CENTER.

BUDGET ITEMS	Fiscal Year 2002-2003	Fiscal Year 2003-2004	Fiscal Year 2004-2005	TOTAL SNP AWARD
PLANNING	0	0	0	0
DESIGN	68,000	0	0	68,000
PROJECT ADMINISTRATION	16,150	0	0	16,150
LAND/BLDG ACQUISITION	0	0	0	0
CONSTRUCTION	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Pre-Agreement Construction Costs	0	0	0	0
Construction Contingency	0	0	0	0
TOTAL CONSTRUCTION	0	0	0	0
ART ALLOWANCE (Miami-Dade Only)	0	0	0	0
FIXTURES, FURNITURE, EQUIPMENT	0	0	0	0
OTHER COSTS	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
PROJECT CONTINGENCY	0	0	0	0
EXPENDITURE TOTALS	84,150	0	0	84,150

Remarks

SP 92

SPECIFIED PER CAPITA

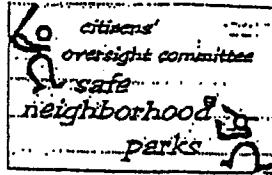


EXHIBIT 17

District 1

MIAMI-DADE COUNTY

NORWOOD PARK - PHASE II

DESIGN FOR RENOVATION OF RECREATION CENTER AND IRRIGATION UPGRADES.

BUDGET ITEMS	Fiscal Year 2002-2003	Fiscal Year 2003-2004	Fiscal Year 2004-2005	TOTAL SNP AWARD
PLANNING	0	0	0	0
DESIGN	60,000	0	0	60,000
PROJECT ADMINISTRATION	10,000	0	0	10,000
LAND/BLDG ACQUISITION	0	0	0	0
CONSTRUCTION				
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Pre-Agreement Construction Costs	0	0	0	0
Construction Contingency	0	0	0	0
TOTAL CONSTRUCTION	0	0	0	0
ART ALLOWANCE (Miami-Dade Only)	0	0	0	0
FIXTURES, FURNITURE, EQUIPMENT	0	0	0	0
OTHER COSTS	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
PROJECT CONTINGENCY	0	0	0	0
EXPENDITURE TOTALS	70,000	0	0	70,000

Remarks

93

SPECIFIED PER CAPITA

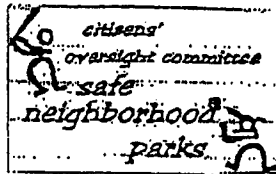


EXHIBIT 20

District 1

MIAMI-DADE COUNTY

ROLLING OAKS PARK - PHASE 1

PLANNING AND DESIGN TO COMPLETE PARK DEVELOPMENT (WILL INCLUDE RECREATION CENTER AND ATHLETIC FIELDS).

BUDGET ITEMS	Fiscal Year 2002-2003	Fiscal Year 2003-2004	Fiscal Year 2004-2005	TOTAL SNP AWARD
PLANNING	10,000	0	0	10,000
DESIGN	170,000	0	0	170,000
PROJECT ADMINISTRATION	20,000	0	0	20,000
LAND/BLDG ACQUISITION	0	0	0	0
CONSTRUCTION				
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Pre-Agreement Construction Costs	0	0	0	0
Construction Contingency	0	0	0	0
TOTAL CONSTRUCTION	0	0	0	0
ART ALLOWANCE (Miami-Dade Only)	0	0	0	0
FIXTURES, FURNITURE, EQUIPMENT	0	0	0	0
OTHER COSTS	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
PROJECT CONTINGENCY	0	0	0	0
EXPENDITURE TOTALS	200,000	0	0	200,000

Remarks

78 94